

Solicitors' Journal & Reporter.

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CURRENT TOPICS.

IT IS UNDERSTOOD that the Masters of the Queen's Bench Division will next week move into their new offices in the Royal Courts of Justice.

THE COUNTY COURTS BILL has emerged from committee with important alterations. The proposed extension of the equitable jurisdiction and the jurisdiction under the Partition Act, 1868, from £500 to £1,000, has been abandoned, and the only alteration proposed to be made in this respect is the addition to the jurisdiction (within the old limit) of suits for relief against fraud or mistake, actions for enforcing payment of debts contracted by married women in reference to their separate estate, and proceedings for orders in the nature of injunctions requisite for granting relief in the above-mentioned matters. Moreover, the provisions of the compulsory clause have been materially changed. It formerly provided that "wherever an action is commenced or petition filed in the High Court of Justice which may be com-

menced or taken in a county court by virtue of any provision contained in any Act passed between the years one thousand eight hundred and forty-nine and one thousand eight hundred and seventy-nine, the court, if it is of opinion that there was no question of fact or law to be tried or decided of sufficient importance or difficulty to warrant the action being brought in the High Court, may order that the party commencing such action or filing such petition shall, if entitled to costs, recover such proportion, not being less than two-fifths of his costs, exclusive of disbursements, when taxed, as the court may deem right." The clause is now limited to cases where "the claim indorsed on the writ does not exceed £200," or is reduced "by payment, admitted set-off, or otherwise," below £200; and it is provided that in such cases a judge may, on the application of either party, after service of the writ "unless he is of opinion that there is a question of fact or law to be tried of sufficient importance or difficulty to warrant the action being tried in the High Court," order the action to be tried in the county court in which it might have been commenced. The costs of parties before such order are to be according to the High Court scale, but subsequent to the order according to the county court scale. It will be observed that the result is to place the option of resorting to the county court exclusively in the hands of the parties. The clause enabling any action or proceeding in the High Court, which might have been commenced in a county court, to be transferred, either upon or without the application of either party, to any county court, has disappeared from the Bill.

"NO PRICE OR RATE," says Sir John Davys, "can be set upon counsel, which is invaluable and inestimable, so as it is more or less according to circumstances, namely, the . . . weightiness of the cause and the custom of the country." In no respect has the custom of the country—for which must here be read the practice of the courts—differed more than on this matter of proportioning the fee of counsel to the weightiness of the cause. It was not until 1874 that the Court of Common Pleas assimilated its practice in this respect to that of the other common law courts. Before that date the general practice of the Common Pleas masters was not to allow fees paid as refreshers, while the practice of the masters of the Queen's Bench and Exchequer was to allow them. In *Laurie v. Wilson* (23 W. R. 139, L. R. 10 C. P. 152), however, the Court of Common Pleas referred back to the master a case in which he had disallowed certain refreshers to counsel, "on the understanding that, as a principle, refreshers might be allowed." In the Court of Chancery, as is well known, the rule was that on the hearing of causes where affidavit evidence only was used, no refreshers were allowed by the taxing masters. But when the court began to try questions of fact arising in a suit and to take cognizance of matters previously decided by courts of law, instead of directing issues at law, a practice sprang up, which was thus described in the ingenious reasons alleged by the defendant in *Smith v. Buller* (23 W. R. 332, L. R. 19 Eq. at p. 482). In these cases, "and particularly in patent cases, it had been the custom to engage common law counsel to attend the hearing and assist the equity counsel, and unless refreshers were paid to such common law counsel they would not attend. In such suits it became the practice to pay refreshers also to the equity counsel, in order to put them upon an equality with gentlemen from the common law bar engaged with them." Thus, in *Parker v. Stevens*, in 1860, upon the trial of issues before the court without a jury, Vice-Chancellor James is stated (see L. R. 14 Eq. 223), to have directed the taxing master to tax the costs upon the same principle as they would be taxed at law. And in *Hill v. Hibbit* (L. R. 14 Eq. 221), in 1872—a case in which several witnesses were examined *viva voce*,

and which involved the question of whether a certain claimant was legitimate—Vice-Chancellor Bacon ordered the costs to be taxed on the common law scale, so as to give the counsel refreshers for every day after the first day of hearing.

From this it was a short step to allowing refreshers to equity counsel in witness causes where no common law counsel were engaged. In 1875 the practice of the Chancery Taxing Masters was stated by them (L. R. 19 Eq. 484) to be, that refreshers were allowed only where witnesses were examined *vivâ voce* in court; implying plainly, of course, that in all such cases refreshers were allowed. In *Smith v. Buller*, however, Vice-Chancellor Malins expressed an opinion that this principle was irrational. The true criterion, he thought, was not the nature of the evidence but the length of time occupied in the hearing; and he accordingly directed refreshers to be allowed, but "as the original fee might be supposed to cover the second day as well as the first, since in most cases the hearing is not commenced at the beginning of the first day," he decided to allow refreshers for eight days only, instead of the ten days asked for. But in the recent case of *Harrison v. Wearing* (reported in last week's WEEKLY REPORTER, p. 526), the learned Master of the Rolls dissented from the doctrine laid down by the Vice-Chancellor, and affirmed the rule that it is only in cases where the evidence is taken *vivâ voce* that refreshers will be allowed in chancery. "I can see a great distinction," he said, "between cases where the evidence is taken *vivâ voce* and those where it is taken by affidavit. In the latter cases it is easy to judge beforehand, from the number of the affidavits to be read and the nature of the question to be argued, how long the hearing is likely to occupy, and counsels' fees can be marked on their briefs accordingly. But in trials with witnesses you cannot tell how many witnesses your opponent is going to call, or how long their evidence will take in being given; and, consequently, a case which you expect to last a short time only may occupy a long time in the hearing. It is for that reason that the custom of giving refreshers has arisen." We are disposed to agree that wherever a covering fee can be estimated with reasonable accuracy it is a more satisfactory mode of remuneration than refreshers; but we must protest against the learned judge's suggestion that the result of the general allowance of refreshers would be to lengthen the arguments of counsel. That would imply not only an extremely briefless condition, but also (at the Rolls at least) enormous courage and superhuman persistence.

THE RECENT ANNOUNCEMENT that "the Queen has been pleased to signify her permission to the Bishop of London to apply for a Suffragan Bishop under the provisions of the Act of King Henry VIII.," would probably not convey to most readers any very clear idea of the process set on foot. By 26 Hen. 8, c. 14, s. 1, it was enacted that a number of towns therein specified, including Thetford, Guildford, Ipswich, and Colchester, should "be taken and accepted for sees of bishop suffragans." And it was provided that a bishop, "being disposed to have any suffragan, shall name two honest and discreet spiritual persons, being learned and of good conversation," and present them "to the King, making humble request to his Majesty to give to one such of the said two persons as shall please his Majesty such title, name, style, and dignity of bishop of such of the sees above specified as he shall think most convenient." The monarch is not obliged to give the suffragan a title within the diocese of the bishop who recommends him, but generally the titles have been given within the dioceses the suffragans are to assist in (Gibson, 134). The jurisdiction of bishops suffragan is limited, by section 4 of the Act of Henry VIII., to "such jurisdiction and authority as shall be licensed and limited to them by any archbishop or bishop within their diocese to whom

they shall be suffragans, by commission under their seals."

ATTENTION SHOULD BE DIRECTED to a new clause which has been inserted in the County Courts Bill in committee. It is now provided, by clause 13, that "in a proceeding in a county court any person who is in the permanent and exclusive employment of a solicitor shall, if he is himself a solicitor and holds a certificate enabling him to practise as such, have the same right of addressing the court as the solicitor in whose employment he so is." This is, apparently, a reasonable relaxation of the provision of 15 & 16 Vict. c. 54, s. 10, restricting the right of appearance to the "attorney acting generally in the action for such party," and prohibiting the appearance of "an attorney retained as an advocate by such first-mentioned attorney." But we doubt whether there ought not to be a provision that solicitors entitled to appear under the new clause, as being in the employment of other solicitors, should be required to sign a special roll, to be kept by the registrar, in which it should be stated in whose employment the employed solicitor is.

GENERAL SATISFACTION will be felt at the honour which has been conferred on Mr. Justice Lush. It has been usual of late to make learned judges Privy Councillors on their retirement from the bench, but we are informed that the last instance of a puisne judge of one of the common law courts being sworn a member of the Privy Council while occupying a seat on the bench was in the case of Mr. Justice Willes, in 1871.

It is announced that the Queen has approved the Hon. Sir Robert Lush, one of her Majesty's judges of the Queen's Bench Division of the High Court of Justice, being sworn a member of the Privy Council.

In a case of *Bartlett v. Burrows*, before the Common Pleas Division on Friday, counsel moved to quash a conviction by the Mayor of Bodmin of three gentlemen for the offence of standing still on the pavement, and not moving on when desired by the police. The bye-law under which the conviction took place was to the effect that "every person who shall stand, loiter, or remain on or near any pavement . . . to the annoyance of any passenger . . . and shall refuse to disperse on being required" . . . shall be fined. Mr. Justice Denman, recalling the observation of Sydney Smith that a regiment of cavalry had in a particular riot dispersed "one woman," quashed the conviction, not on the grammatical solecism involved in the language used, but on the ground that as a fact there had been no request and no refusal to move on.

On Wednesday, says the *Globe*, an important judgment was delivered in the Irish Appeal Court by the Lord Chief Justice, the Master of the Rolls, and Lord Justice Deasy, ordering that Mr. Ball, a late solicitor to the Temporalities Commissioners, shall have his costs of sales of land by the Commissioners in the Landed Estates Court. The appeals were brought from orders of Judge Flanagan in June last, in reference to a question raised by Mr. Ball, whose claim was resisted on the ground that the Treasury had refused to sanction the payment of costs to Mr. Ball for work done in connection with sales of land, which, it was alleged, was to be regarded as coming within the discharge of the professional duties for which a fixed sum of £1,500 per annum was to be paid. The court unanimously held that Mr. Ball's contract gave him a right to these costs in addition to the salary, the Lord Chief Justice declaring that the Treasury officials must, in this instance, have displayed an obtuseness of mind with which they were not ordinarily credited. The Master of the Rolls added that the peremptory duty of the Treasury was to act fairly and rightly, no matter what the consequence; and even if the language of the correspondence was ambiguous, it was their duty to give Mr. Ball the benefit of a liberal interpretation, and not pursue a course of action which neither law nor common sense approved. If they gave it out that they were above the law they would find themselves very much mistaken.

THE CONSTRUCTION OF SPECIFICATIONS.

We recently pointed out that, notwithstanding the rule now generally acted upon that a specification should be construed favourably to the patentee, it is necessary for an inventor to be careful, in framing his claims, not to include in them anything which may subject his patent to the risk of being held invalid for want of novelty.

He must also be careful not to claim a useless invention; for, although the form of letters patent now in use contains no express provision rendering a patent void for want of utility as well as for want of novelty, the Statute of Monopolies authorizes the grant of letters patent only in respect of new manufactures that "be not contrary to the law, nor mischievous to the State, by raising prices of commodities at home or hurt of trade, or generally inconvenient"; and it is evident that a patent for a useless invention would be both "mischievous to the State" and "generally inconvenient," because, as was said by Parke, B., in *Morgan v. Seaward* (1 Webs. P. C. 497), "No addition or improvement of such an invention could be made by any one during the continuance of the monopoly without obliging the person making use of it to purchase the useless invention." The objection of want of utility is, however, not so often fatal as that of want of novelty; for a very slight degree of utility will suffice to support a patent. "It is not necessary that a patent should be so useful as to exclude everything else; it is quite sufficient if, on any occasion, it is useful" (*Tetley v. Easton*, Mac. P. C. 63). And the requirement of utility applies only to the essential parts of the invention. In *Lewis v. Marling* (1 Webs. P. C. 495) the patentee made a separate substantive claim for a specified part of a machine, which part was proved to be of no use; but, inasmuch as the remaining portions of the machine (also separately claimed) were new and useful, and the useless part was not essential to the invention, the court held the patent valid. On the other hand, we have already pointed out (*ante*, p. 401) that a separate substantive claim for an article or appliance which is not new is fatal.

But, while steering clear of the Scylla of a too extensive claim—whether in respect of novelty or utility—a patentee must also take care to avoid the Charybdis of insufficiency; for his patent will be void if his complete specification does "not particularly describe and ascertain the nature of the said invention, and in what manner the same is to be performed," so fully that the public may be able, on the expiration of his patent, to use the invention without any further explanation or description. In deciding as to the sufficiency of a specification, the court gives special attention to the questions—(1) whether the patentee has described his invention in such a manner as to enable a practical workman of tolerable skill to make the machine or use the process described by following the directions given in the specification and consulting the drawings (if any) annexed thereto, without the assistance of any experiments of his own; and (2) whether he has disclosed the best means then known to him of carrying his invention into effect. Broadly speaking, if he has done this, his specification will be sufficient; if not, it will be bad for insufficiency. We should also add that, in considering these questions, the court does not treat the specification as being addressed, on the one hand, to persons of extraordinary skill, or, on the other hand, to members of the general public who have no skill at all; but "to a practical workman, who brings the ordinary degree of knowledge and the ordinary degree of capacity to the subject" (*Neilson v. Harford*, 1 Webs. P. C. 314).

A good illustration of an insufficient specification is afforded by a recent case decided by Mr. Justice Fry. The plaintiff in *Wegmann v. Corcoran, Witt, & Co.* (27 W. R. 357) claimed an injunction to restrain the infringement of his patent for an improved machine for treating or preparing meal; and his invention practically consisted in substituting certain squeezing rollers for the

grinding stones usually employed in corn mills. In his specification he described these rollers as follows:—

"The squeezing rolls are to have a surface consisting of material containing so much silica as not to colour the meal or flour. I prefer to make them of iron, coated with china, and finely turned with diamond tools." And the most material claim was in the following words:—"The application of squeezing rolls, having a surface consisting of so much silica as not to colour the meal or flour, and so as to have the hardness required for the purpose set forth." The requisite degree of hardness was not mentioned in the specification, nor was the mode of constructing the rollers more fully set forth. The novelty and utility of the invention, in effect, consisted in the fact that the rollers crushed or burst open the hard husks of the corn, instead of tearing them to pieces and mixing them with the meal or flour, as a millstone does; and it was proved in evidence that the only known material, composed partly of silica, which was hard enough to crush these husks, was a kind of china containing about seventy-three per cent. of silica. No such china appeared to have been made in England for ninety years, and china of such a degree of hardness was not generally known in the trade or capable of being purchased in the market. It also appeared that, in order to prevent the silica from disintegrating and colouring the meal or flour, a certain percentage of alumina was necessary. Some of the plaintiff's rollers were produced in court, and found not to consist of a mere film or coating of hard china on an iron cylinder, but of a thick roll of china cemented to an iron axis or spindle by sulphur cement; and it was pointed out that this intermediate layer of sulphur was necessary to prevent the iron spindle from cracking or bursting the china roll when expanded by heat. On behalf of the plaintiff it was urged that, as he had claimed the class of materials which included the hard china, and had intimated that diamond tools were necessary to turn it (they would not be necessary for soft china), he had sufficiently defined the composition and structure of the rolls, and was not bound to state the precise degree of hardness or the precise proportion of silica required to produce that degree of hardness. His lordship, however, came to the conclusion that the specification was insufficient on both the grounds indicated above. As regards the first, he was of opinion that, although the specification clearly intimated that a very hard china was necessary, it did not point out the degree of hardness in such a manner as to enable a manufacturer to produce suitable rollers without "very considerable investigation and experiment." He also held that the plaintiff had not disclosed the best means known to him of making the rollers. He knew that a china containing certain proportions of silica and alumina would answer the purpose, and did not know any other substance that would; but he had failed to specify the minimum amount of silica or to mention the alumina at all. The description "iron coated with china" was also misleading, and might well be interpreted to mean nothing more than enamelled iron rollers. Nor had the plaintiff disclosed the mode of uniting the china and iron by means of an elastic sulphur cement in order to avoid the breakage of the china.

With regard to this decision, we may remark that, although a patentee is not bound to specify the exact proportions of the different ingredients of a composition, or to describe in detail how every part of his invention is manufactured, he is certainly under an obligation not to leave the proportions altogether uncertain, and must point out at least one mode of carrying his invention into practical effect—and that ought to be the best mode with which he is acquainted at the date of filing his complete specification.

Having regard to the difficulty of framing specifications in such a manner as to avoid uncertainty and insufficiency on the one hand, and an inadvertent claim, which may be fatal for want of novelty, on the other, we cannot but hope that some such provision with re-

gard to the amendment of specifications as that suggested in section 17 of the Government Patent Bill, may be adopted whenever the proposed consolidation of the law of monopolies is seriously undertaken. It is also a matter for consideration, in view of the number of patentees who are deprived of the benefit of their inventions through badly drawn specifications, whether some special qualification ought not to be required by law from those gentlemen who establish themselves as "patent agents," and profess to be able to guide ignorant and unwary inventors safely through the shoals and quicksands of the patent law.

ANGUS v. DALTON IN THE COURT OF APPEAL.

THE report which has appeared of the judgments of the Court of Appeal, reversing the decision of the Queen's Bench Division in *Angus v. Dalton*, in accordance with the opinion we expressed last year, has moved the learned correspondent who then favoured us with his views to return to the subject. He says:—The two decisions, viz., that in the court below and that in the Court of Appeal, illustrate very curiously the anomalous state of the law on the subject. The judgment of the Lord Chief Justice and Mellor, J., in the court below was logical; the judgment of Lush, J., was logical; the judgments of the majority of the Court of Appeal appear to me to be illogical; and yet they seem to be the sounder law, and perhaps the sounder sense. It seems to me that the judges in the court below assumed too hastily that that which is illogical, and incapable of being put upon any sound theoretical basis, cannot be law. The truth is, the judge-made law of past times was sometimes without a sound basis in theory, and yet it may to some extent represent convenience and good sense, and be the law.

The question, as your readers are doubtless aware, is how far the easement of support for buildings from adjoining land or buildings can be acquired by actual enjoyment thereof. As I pointed out last year, two entirely distinct notions are more or less confused in the law on the subject of prescriptive easements—one that of quieting long enjoyment merely as such, the other the notion of a right acquired against the adjoining landowner by his acquiescence. In the cases coming under the latter notion, the right is not based merely on protracted enjoyment, but on protracted hostile enjoyment. Now the principle of prescription generally is the presumption of a legal origin for that which has long existed. The only theoretical origin that I can see for any prescription is the notion of a grant made at some time by the owner of the servient tenement to the owner of the dominant tenement, or that which is equivalent thereto. But, when we come to look for the origin of the presumption of a grant, it will be seen, I think, that the only logical origin of such a presumption is the acquiescence of the owner of the servient tenement in that which would, but for the existence of such a grant, be an actionable wrong. If a man submits for a long time without resistance to that which is *prima facie* a wrong, there is a fair ground for presuming that he must have granted away his rights. But no length of acquiescence in that which is a lawful act on the part of an adjoining owner can really in fact and in logic give rise to the presumption of a grant. If the law in such a case presumes a grant, it is a purely arbitrary and illogical assumption, made from motives of convenience. If a man erects a building on the verge of his land, which has windows looking over my land, or which derives support from my land, what is there in the fact of the light being allowed to come to the windows uninterrupted by any erection on my land, or the building continuing to be supported by my land, however long this may continue, to give rise to any presumption of a grant against me? There is really no acquiescence in

such a case. I no more acquiesce than I can be said to acquiesce in my neighbour's taking a walk in his garden. If the law does create this presumption, it is a purely arbitrary presumption arising from the general convenience of protecting ancient enjoyment.

Some confusion tends to arise in the mind from the fact that in the case of light it has not unfrequently happened that screens have been erected, and other expedients employed, to prevent the access of light, and so prevent the acquisition of the easement. But, in truth, the adoption of such expedients is not material as rebutting the presumption of acquiescence, but merely as preventing the fact of enjoyment. With regard to the easement of support, it obviously differs practically in some degree from the easement of light, because it seems more grossly unreasonable that a man should have to dig out his land in order to take away his neighbour's support, than that he should have to erect screens to prevent the access of light. But, notwithstanding this, it seems to me that the analogy of light, and the admitted law with regard thereto, is fatal to the soundness of the judgment of the majority of the Queen's Bench Division in point of law, though not in point of logic.

The judgment of Lush, J., tends to go the full length of the principle that the law protects long enjoyment as such after certain periods of enjoyment taken by analogy from the Statutes of Limitation. The judgment of the Lord Chief Justice and Mellor, J., goes the full logical length of the principle that there must be some foundation in fact for the presumption of a grant, and that mere acquiescence in that which is not wrongful, and which, therefore, you are not called on to resist, is no foundation in fact for the presumption of a grant. The Court of Appeal (though there is a difference on a point which I will presently allude to) appear unanimously to think that neither the judgment of Lush, J., nor that of the majority in the court below was right in point of law. Lush, J., went too far, it would appear, on one side, as the Chief Justice did on the other. The tendency of Lush, J.'s, judgment is to give effect to long enjoyment, merely as such, independently of any logical theory of the origin of the prescriptive right. This view seems to me to be the common sense of the thing, and one which ought to be the basis of substantive legislation on the subject. I do not know why, if our ancient judges had been bold enough to treat the subject entirely from this point of view, instead of indulging in subtle fictions, the law on the subject should not have been entirely logical at the present moment; but the truth is that, in the case of judge-made law, the conscience of the judges requires that their law making should be covered with a decent disguise, and hence many of the anomalies which have excited ridicule or lamentation in later times.

The judgment of the Court of Appeal seems to me to bring out very strongly the illogicality of the existing law on the subject, as I will proceed to show. The case of *Angus v. Dalton* really turns on the doctrine of modern lost grant, which has been called by judges a revolting fiction, and which has had some severe blows lately. The doctrine of the Court of Appeal has set it up again, to the extent of holding that, even where it is admitted that there is no such grant, the jury must be told to presume it. The origin of the doctrine of modern lost grant is well known. The judges perceived the convenience of protecting enjoyment which, though long, had commenced since the time of legal memory. There is no logical distinction between the cases of prescription from time immemorial and those of modern lost grant. There is no real basis in reason for the presumption except where there has really been acquiescence in either of the classes of cases; but the presumption is more revolting in the latter class of cases, because the presumption against the existence of the grant arising from its not being forthcoming is much greater in the case of a supposed modern grant than of a grant presumed to have

been made before the time of Richard I. Brett, L.J., held that the admission that there was no grant was fatal to the presumption—that it was not a presumption of law, but of fact, which must be left (with certain directions pointing out the legal limitations and conditions to which the power of making the presumption is subject) to the jury. Of course, if the matter is really one of fact for the jury, the admission that there really never was a grant is fatal. Thesiger, L.J., and Cotton, L.J., differed, and held that the admission that there was not in fact a grant was immaterial, and the jury might, in the teeth of such an admission, be bound to find the grant. I might stop here, having sufficiently shown how hopelessly illogical and unsatisfactory the law on the subject is. The idea that really governed the judgment of Lush, J., and also that which governed the judgment of the Lord Chief Justice and Mellor, J., was logical; but the judgments of the Court of Appeal, which follow the authorities, end in hopeless illogicality.

It is obvious that the doctrine of Brett, L.J., is not satisfactory. It cannot be that this acknowledged fiction of law, a modern lost grant, ought to be treated as a question of fact really to be decided by the jury. Every one, as a fact, knows there was no such grant, whether it is admitted or not. It is farcical that the jury should have anything to do with it. It may be for them to find the existence or non-existence of the conditions under which the law presumes the grant, but surely not in substance whether the grant exists. One jury might find it, and another under the same circumstances might not. Thesiger, L.J., endeavours to escape from the difficulty by looking at the case as one in the nature of estoppel. He says, "The correct view upon this point I take to be that the presumption of acquiescence and the fiction of an agreement or grant deduced therefrom in a case where enjoyment of an easement has been for a sufficient period uninterrupted, is in the nature of an estoppel by conduct, which, while it is not conclusive so far as to prevent denial or explanation of the conduct, presents a bar to any simple denial of the fact, which is merely the legal inference drawn from the conduct." Now, here again the difficulty suggested by the Lord Chief Justice meets us. Whence arises this estoppel? Surely estoppel must arise from conduct entitling the opposite party to presume something. But why should any presumption arise from my not resisting that which I have no power or call to resist—viz., a perfectly lawful act done by my neighbour on his own land?

You cannot put the easement of support on any sound footing, except that of mere enjoyment, independent of acquiescence. The limitations imposed by the authorities on the doctrine of lost grant prevent the doctrine of lost grant from being logically put as an arbitrary presumption of law to quiet long enjoyment. In fact, directly the theory of a lost grant is put forward, absurdities begin to arise practically *ex vi termini*. If a grant, it must be supposed to be made by one who has a power to grant. If the enjoyment is in the life of a tenant for life, who cannot make the grant, the presumption fails. But, according to the majority of the Court of Appeal, the presumption is not to fail when there is actually no grant at all. You are confined, in making your presumption, to cases in which a grant could be made, though you do not want one, in fact, at all. If the prescription really depended on estoppel, arising from substantial acquiescence, there would be no absurdity in this; but if it really arises from long enjoyment, independently of acquiescence, there is. It seems to me that the question calls for legislation, and that the right to support ought to be made to rest on its true logical foundation—viz., long enjoyment, not on any supposition of a lost grant, a presumption which I think has been rightly stigmatized by learned judges as revolting.

L.

Recent Decisions.

THE MARRIED WOMEN'S PROPERTY ACT, 1870.

(*Lovell v. Newton*, C.P.D., 27 W. R. 366; *Moore v. Robinson*, Q.B.D., 27 W. R. 312.)

The question whether a business is carried on by a married woman separately from her husband under section 1 of the above-mentioned Act would seem to be one of fact to be decided on the special circumstances of each case; but a county court judge seems, in *Lovell v. Newton*, to have laid down the general rule that, where the husband is living in the house in which his wife carries on a business, that business cannot be said to be carried on separately from the husband. The husband in the recent case was subject to attacks of *delirium tremens*, and, according to the evidence of the wife, "laid in bed all day, and got up and went out in the evening," and (it is hardly necessary to say) did not interfere in the business of butcher carried on by the wife. But the county court judge seems to have thought either that the separation alluded to in the statute was physical separation of business and husband—i.e., the joints in the shop, and the husband must not be within the same four walls—or else that it was contrary to common experience that a wife should be capable of doing anything without the advice and assistance of her delirious husband while within the range of his influence. The Common Pleas Division did not assent to this view, and held that the mere fact of the husband being in the house is not sufficient to prevent the wife from carrying on business separately within the statute.

A more important point in the case is the approval expressed by the court (Denman and Lindley, JJ.) of the view of Lord Coleridge in *Ashworth v. Outram* (25 W. R. 896) that stock-in-trade is included in the "earnings" of married women, which are protected by section 1 of the Married Women's Property Act. In the recent case, however, the stock-in-trade was originally purchased with money lent to the wife. The case has still to be decided in which stock-in-trade which has been purchased with the husband's money is held to be "earnings" of the wife by virtue of the Act of 1870. We have always been accustomed to think, as Lord Justice Knight Bruce once said, that when a man gives his wool or his apples we are not to presume [and the Legislature should not be taken to presume] that he means to give his sheep or his orchard.

Moore v. Robinson relates to section 11 of the Act, which provides that "a married woman may maintain an action in her own name for the recovery of any property by this Act declared to be her separate property, &c., and she shall have in her own name the same remedies, both civil and criminal, against all persons whomsoever for the protection and security of such property, &c., as if such property, &c., belonged to her as an unmarried woman." A married woman, living apart from her husband, brought an action for damages for expulsion from a beerhouse, the lease, goodwill, stock, and fixtures of which she had purchased out of her earnings. It was contended that an action of trespass could not be said to be a "remedy for the protection of property"; but Lush, J., thought differently, and held that trespass could be maintained by a married woman under section 11.

The *Western Jurist* cites the following item from a bill of costs presented by a Western lawyer, "To waking up in the night and thinking about your case, 5s.6d."

A Texas lawyer, while arguing a case before a justice of the peace, made use of the following phrase: "*De auctoritate non curat lex*." Whereupon the court rather excitedly remarked that, while that was very good law in the district court, it was not at all applicable to the present court.

Reviews.

MARRIED WOMEN'S PROPERTY.

THE HISTORY OF THE LAW OF ENGLAND AS TO THE EFFECTS OF MARRIAGE ON PROPERTY, AND ON THE WIFE'S LEGAL CAPACITY. By COURTNEY STANHOPE KENNY, of Lincoln's-inn. Reeves & Turner.

This is a clever and interesting essay. Mr. Kenny deals very summarily with certain venerable authorities, and is often rather flippant in manner; but there is to be found in his book the result of considerable research, clearly and concisely expressed. The first chapter contains a sketch of the development of the law of dower. With regard to the Saxon law, Mr. Kenny cites a passage from the laws of Ine, King of Wessex, which he thinks shows that, as early as the seventh century, the customary share of an English widow in her deceased husband's estate had been fixed at one-third—a limit which was afterwards permitted, by a law of Edmund, to be enlarged by express agreement to one-half. On the ground that the distinction between realty and personalty was unknown to the Saxons, Mr. Kenny concludes that the Saxon widow's share must have been of both the real and personal estate of her husband. Subsequently, however (p. 29), we find him, after remarking that "in the absence of pure Saxon authority, we may accept as probable evidence of the Saxon law the usages of the gavelkind folk," saying that "the Custumal of Kent directs that of their goods (i.e., personalty), if there be lawful issue in life, the widow shall have one-third"; and further describing this as "a repetition of Ine's rule." Mr. Kenny also concludes, on no very satisfactory evidence, that the share of the Saxon widow in her husband's lands was her absolute property. Leaving these speculations, we reach firmer ground in the treatise of Glanville, which shows us dower at the church door limited, in military lands, to one-third of the husband's lands, and (although this is not clearly stated) also limited to the life of the widow, but extending to all freeholds of which the husband may become possessed during the coverture. The widow's claim, however, was only against the heir; she had, apparently, no remedy against a purchaser from the husband. In Bracton's time she had gained an indefeasible claim against the purchaser in cases where the husband had named at the church door a definite piece of land as her dower, and in other cases where the heir had not sufficient assets to answer her proportion, she could recover alienated lands from the alienee. Two hundred years later, in Littleton's Tenures, we find the right of the widow against the purchaser firmly established. We need not trace the subsequent steps by which those objects of Mr. Kenny's especial animosity, the conveyancers, succeeded in preventing and removing this fetter on the alienability of land, or to the statute which Mr. Kenny pathetically deplores as undoing "the whole work of seven centuries of judges and Parliaments."

In subsequent chapters Mr. Kenny traces more briefly the growth of the wife's rights on the husband's personalty, and the husband's rights in the wife's realty and personalty, and afterwards deals with the rights originated by the Court of Chancery, marriage settlements, and the wife's legal capacity. These subjects are, as was probably unavoidable in a essay, rather sketchily treated, but the work as a whole is an unusually good specimen of a prize essay.

PATENTS.

THE PATENTEE'S MANUAL. By JAMES JOHNSON and J. HENRY JOHNSON. Fourth edition. Longman & Co.; Stevens & Sons.

This book is a very plain and readable treatise, which appears to comprise the law and practice on the subject

brought down with care and accuracy to the present year. It also contains a short account of the patent laws of foreign countries, including the recent enactments made in Germany and Spain. As in other text-books, the principal English statutes are printed *in extenso*. The book obviously aims at conciseness, and it is, therefore, no matter of reproach that it does not refer to matters outside its immediate subject. We rather think that some notice might properly have been taken of the recent case of *Cheavin v. Walker*, L. R. 5 Ch. D. 850, and the interesting point there discussed as to the misrepresentation which may be involved in describing a commodity as patent after the patent has expired. The doctrine is certainly one of practical importance to patentees. We do not observe that the two statutes about the exhibition of inventions at industrial exhibitions (28 & 29 Vict. c. 3; 33 & 34 Vict. c. 27), are referred to. Our general opinion of the work is very favourable; and we anticipate that to laymen at least it will prove a more useful book than any other upon the subject.

Cases of the Week.

SPECIFIC PERFORMANCE—FINAL CONTRACT—NEGOTIATIONS AS TO PAYMENT BY INSTALMENTS—STATUTE ON FRAUDS.—In the House of Lords on the 1st inst. the appeal of *Hussey v. Horne Payne and Wife* was decided. The action was for specific performance of a contract for the sale to the plaintiff for £37,500 of certain freehold land to which the female defendant was entitled in her own right. The plaintiff had written a letter to the defendant in which she offered him the property for the sum named, and the defendants' agent wrote in reply, consenting to pay £37,500 for the property, "subject to the title being approved by our solicitors." During the negotiations the female defendant had suggested that payment of the purchase-money by instalments would be convenient, and further negotiations on this subject afterwards took place, which resulted in a statement by defendants' solicitor that the only arrangement which could be accepted was a deposit of ten per cent. and payment of the balance in a few months. The plaintiff's solicitors replied declining the purchase on those terms, but expressing their willingness to treat upon the footing of payment by instalments extending over three years. Further negotiations took place, and the plaintiff's agent afterwards left with the defendant's solicitor a proposal for the purchase of the property, with further details as to the mode of paying the instalments, but no formal contract was ever signed. On demurrer to the statement of claim, Malins, V.C., held that the agreement contained in the first two letters had not been rescinded by the subsequent negotiations as to payment by instalments (26 W. R. 532); but this decision was reversed by the Court of Appeal (Jessel, M.R., Cotton and Thesiger, L.J.J.) on the ground that the words "subject to the title being approved by our solicitors" introduced a new term into the contract (22 SOLICITORS' JOURNAL, 527; 26 W. R. 703). Earl Cairns, C., Lords Selborne and Gordon now affirmed the decision of the Court of Appeal, but solely on the ground that there was no binding contract within the Statute of Frauds, for although the two first letters might on the face of them be sufficient, they did not in fact constitute a final contract, since the parties were never at one as to the mode of payment. It was unnecessary to decide the question upon which the judgment of the Court of Appeal had proceeded, but the Lord Chancellor expressed an opinion that on the view contended for by the defendant, the condition relied upon would make the purchaser's solicitor (who was not named) the sole arbiter as to his client's liability, whereas it probably meant no more than that the purchaser was not called upon to accept the title without investigation.

APPEAL—FAILURE TO GIVE SECURITY FOR COSTS—DISMISSAL FOR WANT OF PROSECUTION—ORD. 58, r. 15.—In a case of *Sturla v. Freccia*, before the Court of Appeal on the 30th ult., an application was made to dismiss an appeal for want of prosecution, on the ground that the

appellants had failed to deposit a sum of £1,500, which the court had on the 26th of March ordered them to deposit by way of security for the costs of the appeal. The action related to the estate of an intestate, of whom both the plaintiffs and the defendants claimed to be the next of kin, the estate being of very large value. Malins, V.C., decided in favour of the defendants, and the plaintiffs gave notice of appeal. On the application of the defendants the Court of Appeal on the 26th of March ordered the £1,500 to be deposited. The money not having been deposited, the defendants on the 26th of April gave notice of motion to dismiss the appeal for want of prosecution. On the hearing of the application the defendants' counsel relied on the case of *Hankin v. Turner* (L. R. 10 Ch. D. 372, ante, p. 83), in which, an order having been made on the 2nd of November that an appellant should deposit £20 as security for the costs of his appeal, and the money not having been deposited, the court on the 27th of November dismissed the appeal for want of prosecution. And the defendants in *Sturla v. Freccia* asked that, if the appeal was not at once dismissed, a time might be fixed within which the payment of the £1,500 must be made. The plaintiffs, in answer, said that they had done their best to raise the money, and that they had reason to believe that it would be deposited in a few days. The court (Jessel, M.R., and Brett and Cotton, L.J.J.) refused the application. Jessel, M.R., said that it was not the practice to fix a day for payment in the first instance, but, if the security was not given within a reasonable time, the respondent might move to dismiss the appeal. In *Vale v. Oppert* (25 W. R. 610, L. R. 5 Ch. D. 633, 21 SOLICITORS' JOURNAL, 558), four months had elapsed when the order to dismiss was made. What was a reasonable time must depend on the circumstances of each case; a general rule could not be laid down. In *Hankin v. Turner* the appellant was a pauper in the receipt of parish relief. The report in the *Law Reports* did not show why the order to dismiss was made so early. Possibly the appellant did not appear, or, if he did, he might have stated that he did not intend to prosecute his appeal. The case was a peculiar one, and the court might have thought that the appeal was a merely speculative one. In the present case a large sum was at stake, the security ordered was large, and it could not be said that the delay had been unreasonable. We may add that in the note of *Hankin v. Turner* (ante, p. 83) it is stated that the appellant did not appear on the hearing of the motion to dismiss the appeal.

LIGHT—AGREEMENT—PURCHASER FOR VALUE—NOTICE.

—In a case of *Allen v. Seckham*, before the Court of Appeal on the 2nd inst., a somewhat novel question arose as to the right to light. In the year 1869 an agreement had been entered into between the plaintiff and one Ann Wallis, who was the predecessor in title of the defendants, she and the plaintiff being then the owners of adjoining tenements. The agreement contained a recital that the plaintiff claimed a certain window in the house, which overlooked a yard belonging to Wallis, as an ancient light, and that Wallis disputed this claim. The agreement provided that the plaintiff should have an indefeasible right to the window, and the access of light thereto, on condition that the glass of the window should be made, and at all times thereafter kept, opaque, and that the window should be constructed to open so as to admit air without allowing any person to look out. The plaintiff performed the conditions. The defendant bought Wallis' house without notice of the agreement, but he had seen the property and the window mentioned in the agreement. He afterwards erected a new building in the yard which, as the plaintiff alleged, obstructed the window, and the action was brought for a mandatory injunction. Hall, V.C., held that, although the defendant had no notice of the agreement before he purchased, the fact of his seeing the window put him upon inquiry as to the plaintiff's rights in respect of it, and that consequently he was bound by the agreement. His lordship accordingly granted a mandatory injunction. The Court of Appeal (James, Brett, and Cotton, L.J.J.) held that no such duty was imposed upon the defendant, and that he was not bound by the agreement. But, on the evidence, the court held that the window was an ancient light. They were of opinion, however, that it was not a case for a mandatory injunction, and awarded the plaintiff £50 damages in lieu of an injunction.

SOLICITOR—AUTHORITY TO RECEIVE MONEY FOR CLIENT—POSSESSION OF MORTGAGE DEED—MONEY DUE FROM MORTGAGOR TO SOLICITOR, AND FROM SOLICITOR TO MORTGAGEE—OMISSION OF SOLICITOR TO KEEP DIARY—COURT OF BANKRUPTCY—JURISDICTION—BANKRUPTCY ACT, 1869, s. 72.—In a case of *Ex parte Swinbanks*, before the Court of Appeal on the 2nd inst., a question arose as to the authority of a solicitor to receive mortgage money on behalf of his client, the mortgagor. The case came before the court upon an application by the trustee in the liquidation of the mortgagor to set aside the mortgage deed as fraudulent and void, on the ground that the mortgagor had never received any consideration for the deed. The solicitor acted for both mortgagor and mortgagee. The mortgagor Shanks instructed the solicitor to obtain for him £400 by a mortgage of the property, but did not, as the court held on the evidence, expressly authorize him to receive the money for him. The solicitor told him that he thought he could obtain the money from Robinson, another client of his, and he afterwards induced Shanks to execute the deed, without paying him the money, by telling him that he must do so in order that the deed might be sent to London to be stamped. The solicitor subsequently handed over the mortgage deed to Robinson, as security for £300, which he already owed to Robinson in respect of a bill of exchange, which Robinson had accepted for his accommodation, and had had to pay at maturity. Robinson advanced no money at the time when the deed was handed to him. The solicitor told him that he himself had already advanced money to Shanks, though he did not say how much. When the mortgage deed was handed over to Robinson the solicitor had, in fact, from time to time advanced moneys to Shanks amounting in the whole to £200, but, as the court held, without any agreement for security. Soon after the deed had been handed over to Robinson the solicitor absconded. Robinson was aware before he received the deed that the solicitor had been misappropriating moneys and securities belonging to a building society of which he was the solicitor and Robinson a director. When Shanks executed the deed the legal estate in the property had not been conveyed to him, and he had not paid to his vendor the purchase-money (£100) which he had agreed to pay. After the solicitor had absconded the vendor executed the conveyance to Shanks, and it was handed over to Robinson, who paid the £100 by allowing it in account to the vendor in respect of a mortgage transaction between himself and the vendor. The judge of the county court declared the mortgage deed void as against the trustee in the liquidation, and ordered it to be delivered up to be cancelled, declaring also that the property passed to the trustee free from any incumbrance or charge in favour of Robinson. The Chief Judge held that the solicitor had been authorized by Shanks to receive the mortgage money as his agent, and that Robinson was entitled to hold the deed as a security for £300—viz., the £200 which the solicitor had advanced to Shanks, and the £100 which Robinson had paid to the vendor of the property. The Court of Appeal (James, Brett, and Cotton, L.J.J.) restored the order of the county court judge as to the cancellation of the mortgage deed, but omitted the declaration that the property passed to the trustee free from any charge in favour of Robinson, on the ground that he was entitled to a charge (in the nature of a vendor's lien for unpaid purchase-money) on the property, for the £100 which he had paid to the vendor. James, L.J., said that there had never been any real mortgage transaction between Robinson as lender and Shanks as borrower. According to Robinson's own story, the deed got into his hands as security for the solicitor's debt to him; it got into his hands through a gross breach of duty, almost amounting to embezzlement, on the part of the solicitor. If Robinson had passed the deed on for value to a person who had no notice of the facts, probably it would have been a valid security as against Shanks, but Robinson himself could not acquire any security, and the deed could not stand in his favour for that which it purported to be. Had, then, Robinson any right to a security on the property to the extent of the money which was due from Shanks to the solicitor? It was very difficult to see how, when the transaction originated in fraud and dishonesty, the court could modify the charge obtained by the solicitor from Shanks, so as to give to Robinson the charge which he might have had, if the transaction had been honestly carried out according to the intention of Shanks.

If the transaction had been honestly carried out Robinson would have lent the £400, and the solicitor would have retained £200 out of it, or the £200 would have been handed back by Shanks to the solicitor. But Shanks never intended to give a security for the debt already due from his solicitor to Robinson, and that was a very different thing from Shanks getting the £400. His lordship thought it would be impossible to make a new bargain for the parties, and to give Robinson security for the £200. It was his misfortune that he was dealing with such a dishonest solicitor. But he never advanced any money upon the faith of the solicitor's representations; he simply took the security for a debt which was already due to him, and he was not entitled to any charge on the property in respect of that. The £100 which Robinson allowed in account to the vendor of the land stood in a different position. It could not in any way validate the mortgage deed. But Robinson had got the conveyance of the land from the vendor, and beyond all question Shanks had never paid the £100. Robinson, having got the conveyance, was entitled to an equitable charge on the land for the £100, and the order setting aside the mortgage deed must be expressed to be without prejudice to this equitable charge. Brett, L.J., said that the decision in *Viney v. Chaplin* (2 De G. & J. 468), that the mere fact that a solicitor had in his possession a deed executed by his client did not give him authority to receive on behalf of his client the money which was the consideration for the deed, was a most wholesome decision, and it was binding on the court. The evidence in the present case failed to show that the solicitor had any express authority to receive the £400. If any authority was given to him by Shanks, it was only an authority to receive the whole £400 and then retain a portion of it himself. If the £400 had been paid by Robinson, £100 of it would have gone to meet the purchase-money of the land, £200 would have been kept by the solicitor, who would thus have been paid as between himself and Shanks, and Shanks would have had the re-remaining £100 for his own purposes. But, in the result of what actually took place, the solicitor was not paid the £200 by Shanks, and could still have sued Shanks for it, and Shanks never received the £100, and thus the position of Shanks was wholly changed, and changed to his detriment, and all this was done in direct fraud of him. Cotton, L.J., said that Robinson took a deed which purported to be a mortgage to secure £400 advanced by him to Shanks, whereas he advanced no money at all. It was contended that he was entitled to stand in the position of the solicitor as mortgagee. But that argument assumed that the solicitor, when he handed over the mortgage deed, was entitled to a charge on the property. It was for Robinson to show that such a charge existed, and he had not done so. Moreover, when Robinson purported to take a mortgage to himself, how could he say that he was a transferee of a charge given to the solicitor? The solicitor would, no doubt, have been paid out of the £400, if it had been advanced by Robinson, but that would have been because he was the solicitor to both parties, and not because he had any charge on the property.

The managing clerk of the solicitor made an affidavit for the purpose of proving that Shanks had given express authority to the solicitor to receive the £400. In cross-examination he was asked whether he had kept a diary when he was in the solicitor's office. He replied that at one time he kept a diary, but that it had been discontinued before the date of the transaction in question, because a new system was introduced in the office of keeping a record on loose sheets, which were destroyed after they had been entered by the bill clerk. James, L.J., said that he hoped he should never again hear of such a proceeding in a solicitor's office. He could not conceive of any honest reason for making the entries on loose sheets, which were capable of being easily destroyed. He could conceive that there was a reason for it in order to conceal transactions when the solicitor was embezzling the moneys of his clients. His lordship said that the managing clerk ought not to have lent himself to any such transaction. Brett, L.J., said that if such a thing was really done it was because the office was full of fraud, and he should look with great suspicion on the confidential managing clerk. But his lordship did not believe a word of the story, for it was the interest of a solicitor to keep a diary, because by means of it he made out his charges against his clients. He believed that a diary had been kept and that it had been destroyed, and, if so, it

was obvious that the managing clerk must have been a party to its destruction. Any evidence, therefore, given by him could not be relied on, if it was contradicted, as it was, by Shanks.

Another point in the case arose thus:—Upon the hearing of the appeal, after the counsel for the appellant had been heard, and also the leading counsel for the respondent, the junior counsel for the respondent took the objection that the case was one in which the Court of Bankruptcy ought not to exercise the jurisdiction conferred upon it by section 72, the case being, as was said by the Court of Appeal in *Ex parte Brown* (ante, p. 442), one in which the trustee was claiming by the same title as the debtor himself, and not by a higher and better title by reason of the bankruptcy law. The objection had not been raised in the county court or before the Chief Judge. The court held that, though the objection might have been a good one, if it had been taken at the proper time, it was raised too late after the respondent had taken his chance of a decision in his favour, which indeed he had actually obtained from the Chief Judge, upon the merits. Cotton, L.J., said that an objection that there was no jurisdiction could not be taken too late. But section 72 gave the Court of Bankruptcy the very largest jurisdiction, though in such a case as the present the court would, as a general rule, decline to exercise the jurisdiction. The objection being that the jurisdiction was an extraordinary one, and that the court had a discretion as to its exercise, ought to have been taken at the earliest opportunity, and not when the party was dissatisfied with the decision. Of course the court itself might at any time say that the matter was so doubtful that it would leave the parties to their ordinary remedy, but that was not the present case, and there was no reason why the court should decline to exercise the jurisdiction.

PRINTING EXTRACTS FROM PRIVATE LETTERS—CONSENT OF OWNERS—INJUNCTION.—In a case of *Watkin v. Dromgole*, before the Master of the Rolls on the 2nd inst., it appeared that the defendants had published in a weekly paper, certain letters which had passed between the plaintiffs, who were the trustees of a re-construction scheme of an American railway. The letters, it was alleged, had been improperly abstracted from the secretary's desk, and a motion was now made to restrain the publication. The Master of the Rolls was of opinion that the plaintiffs had a clear right of property in the letters, that they were private letters, and had been published without their authority. He accordingly granted an injunction until the hearing, with costs.

DEBTORS ACT, 1869—DEBTORS ACT, 1878, s. 4—EXERCISE OF DISCRETION—AFFIDAVIT OF NO MEANS—HEALTH OF DEBTOR.—In a case of *Simpson v. Bell*, also before the Master of the Rolls on the 2nd inst., his lordship was asked to commit a debtor to prison under the Debtors Act, 1869. The debtor had made an affidavit of no means, but it also appeared that he was upwards of seventy years of age, and was suffering from diabetes. A reference having been made to the recent case of *Barrett v. Hammond* (L.R. 10 Ch. D. 285), before Bacon, V.C., his lordship said he could not agree with that case, and that a mere affidavit of no means was not sufficient to induce him to exercise his discretion not to send a debtor to prison, as the Act was a penal one, and the new Act was only introduced to give the judge a discretion in very hard cases, or when the health of the debtor would suffer. In the present case, having regard to the fact of the debtor's age and the disease he was suffering from, he considered he should be justified in refusing to send him to prison.

COMPANY—INTERIM LIQUIDATOR—MOTION TO RESTRAIN DEALING WITH ASSETS.—In a case of *Re National Coffee Palace Company (Limited)*, also before the Master of the Rolls, on the 2nd inst., a petition to wind up the company had been presented, and the petition alleged that the company was a bubble company, and set on foot by the late manager of a company now in liquidation. The petition did not allege that the petitioner was a shareholder, but only that he had applied for ten £1 shares in the company, and had paid them up in full. At the time of the presentation of the petition, the petitioner had not received his letter of allotment. A motion was

made by the petitioner after the presentation of the petition for an *interim* liquidator and for an order restraining the managing director and other officers from disposing of the funds of the company. The Master of the Rolls said that the petitioner having paid up his shares in full was under no further liability and before he paid the money no doubt inquiries had been made as to the *status* of the company. Moreover, even admitting the facts to be as stated in the petition, he saw no ground for interference.

DEBTORS ACT, 1869, s. 5—MEANS TO PAY SINCE JUDGMENT—PROOF OF MEANS—INQUIRY BEFORE DISTRICT REGISTRAR—ORDERS UNDER THE DEBTORS ACT—ORDER 11—JUDICATURE ACT, 1873, s. 66.—In a case of *Williams v. Jones*, also before the Master of the Rolls on the 2nd inst., a motion was made to commit the defendant to prison for six weeks under section 5 of the Debtors Act, 1869, for having made default in obeying a judgment of the High Court. It was alleged that the defendant had had the means to pay since the date of the judgment, and that he had made away with such means in order to evade the effect of the judgment. The Master of the Rolls was of opinion, on the affidavits, that there was not sufficient to show the defendant had had means within the 2nd subsection to pay the amount, and thereupon the plaintiff asked that an inquiry might be directed as to the means of the defendant, and that such inquiry might be taken in the district registry. The defendant tendered himself for cross-examination, but the Master of the Rolls observed that such cross-examination was a most unsatisfactory way of getting at the truth; he had made many such inquiries in chambers himself and he had very rarely found any good result from them. If a man was prepared to make away with his property to avoid a judgment, he would probably not mind stating what was false in reference to such property. As he had some suspicion on the affidavits as to what the defendant had done with his property, he should direct an inquiry under rule 11 of the rules under the Debtors Act, 1869, as to the means of the defendant. By section 66 of the Judicature Act, 1873, he had power to send such inquiry to the district registry, and that he should do, as in the neighbourhood where the defendant was known, all the facts would be much more likely to come out than in London, where the parties were not known.

Obituary.

MR. ISAAC BUTT, Q.C., M.P.

Mr. Isaac Butt, LL.D., Q.C., M.P., died at the Cottage, Roebuck, near Dublin, on the 5th inst., after an illness of several months. Mr. Butt was the only son of the Rev. Robert Butt, and was born at Glenfin, Donegal, in 1813. He was educated at Raphoe School, and at Trinity College, Dublin, where he graduated B.A. (in classical and mathematical honours) in 1835, and LL.D. in 1840. For several years he held the post of Whately Professor of Political Economy in the University of Dublin. He was called to the bar in Ireland, in November, 1838, when he joined the Munster Circuit. In early life Mr. Butt devoted much of his attention to literary pursuits. He was one of the founders of, and earliest contributors to, the *Dublin University Magazine*, and was the author of "Chapters of College Romance," a "History of Italy," and many important political pamphlets. He was for several years an alderman for the city of Dublin, and an active member of the corporation. He was frequently engaged as counsel for the Corporation of Dublin, and in 1840 he was heard at the bar of the House of Lords in opposition to the Irish Corporation Reform Bill. Mr. Butt became a Queen's Counsel in 1844, and was called to the bar at the Inner Temple in Michaelmas Term, 1859. He rapidly rose into leading business at Dublin, and held briefs in many important cases, including *Smith O'Brien's case*, the Fenian prosecutions, and the recent Probate suit of *Bagot v. Bagot*; and he was also often engaged in Irish appeals to the House of Lords. Mr. Butt entered the House of Commons in May, 1852, as M.P. for Harwich in the Conservative interest, and at the general election in the ensuing July, he was returned for Youghall. For several years he acted with the

Conservative party, but at a later date he gave an independent support to the Government of Lord Palmerston. At the general election of 1865 he lost his seat by a few votes, and for the next few years confined himself to his professional duties; but in 1871 he was returned without opposition for the city of Limerick, and was thereupon selected as leader of the new Home Rule party, which position he occupied until his death. Mr. Butt was a man of very kind and genial disposition, and was most popular in his profession and with all parties in the House of Commons. He was married to the daughter of Mr. Henry Swanzy, and leaves several children.

SIR WILLIAM HENRY DOYLE.

Sir William Henry Doyle, Knight, Chief Justice of Gibraltar, died at 8, Montpelier Villas, Cheltenham, on the 27th ult., after a somewhat long illness. The deceased was the son of Mr. Edward Doyle, and was born at Nassau, Bahamas, in 1813. He was called to the bar at the Middle Temple in Easter Term, 1846, and in the following year was appointed registrar of the Court of Bankruptcy for the Bahamas, which office he held till 1858. He acted as Advocate-General for the colony in 1850, and as Colonial Secretary in 1853-4, and he was for ten years a member of the House of Assembly. In 1856 he was appointed Assistant-Justice of the General Court of the Bahamas, and became Chief Justice of the colony and President of the Legislative Council in 1865. He received the honour of knighthood in 1873, and was appointed Chief Justice of the Leeward Islands in 1875. Two years later he became Chief Justice of Gibraltar, Judge of Vice-Admiralty, and Judge of the Court of Requests, which offices he held until his death. Sir W. Doyle was married to the daughter of Mr. Samuel Johnson.

Appointments, &c.

Mr. ALFRED WALKER ADAMS, advocate, of Douglas, has been appointed Clerk of the Rolls for the Isle of Man.

Mr. RICHARD BROWN, solicitor (of the firm of Brown & Ainsworth), of Stockport, has been appointed Registrar of the Buxton and Chapel-en-le-Frith County Courts (Circuit No. 19), in succession to Mr. William Bennett, deceased. Mr. Brown was admitted a solicitor in 1861, and is a perpetual commissioner, and solicitor to the Bradbury Local Board.

Mr. ALFRED BENJAMIN CARPENTER, solicitor (of the firm of Makinson & Carpenter), of 3, Elm-court, Temple, has been elected Secretary to the "Law Association for the Relief of Widows and Families of Professional Men in the Metropolis and Vicinity," in the place of Mr. John Boodle, resigned. Mr. Carpenter was admitted a solicitor in 1847, and was for many years one of the directors of the association.

Mr. WILLIAM HENRY DAVY, solicitor, of Cholwell, Temple Cloud, Somerset, has been elected Clerk to the Commissioners of Land and Income Tax for the Division of Chewton. Mr. Davy is clerk to the county magistrates for the Temple Cloud Division of Somersetshire, and was admitted a solicitor in 1869, and is in partnership with Mr. William Wooldridge Rees-Mogg.

Mr. CHARLES DEE, solicitor, of Horncastle, has been appointed Clerk to Horncastle Board of Guardians, Assessment Committee, Rural Sanitary Authority, and School Attendance Committee. Mr. Dee was admitted a solicitor in 1859, and is also clerk to the Horncastle Local Board.

Mr. EDWARD FIELD, solicitor, of Norwich, has been appointed a Magistrate for that city. Mr. Field was admitted in 1836, and is solicitor to the Norwich Union Fire and Life Insurance Societies. He is in partnership with his son, Mr. Edward Athow Field, and with Mr. Henry Pulley.

Mr. FREDERICK MEAD, barrister, has been appointed Prosecuting Counsel to the Treasury at the Middlesex Sessions, in succession to Mr. Montagu Williams, who has been appointed one of the prosecuting counsel to the Treasury at the Central Criminal Court.

Mr. CHARLES OCTAVIUS NEWMAN, of No. 8, Drapers-gardens, Throgmorton-avenue, in the City of London, has been appointed a Commissioner to administer Oaths in the Supreme Court of Judicature.

Societies.

LAW STUDENTS' DEBATING SOCIETY.

This society met as usual on Tuesday evening last, the 6th inst., at the Law Institution, Chancery-lane, Mr. T. B. Napier in the chair. After some preliminary business had been disposed of, the meeting proceeded to the debate on the paper for the evening—viz., "A., a publisher, agrees to publish at his own expense a book written by B., to pay B. half the net profits, if any. Is there a partnership between A. and B.?" the cases cited being *Venables v. Wood* (3 Ross. L. C. on Commercial Law), and *Reade v. Bentley* (4 K. & J. 656). Mr. S. J. Montagu and Mr. E. Seymour supported the affirmative, and Mr. F. A. Meule and Mr. F. J. Green the negative. At the conclusion of the discussion that followed the chairman summed up and put the question to the meeting, when the majority of votes were given for the negative.

BIRMINGHAM LAW STUDENTS' SOCIETY.

This society held its 644th meeting on Tuesday evening last, in the library of the Birmingham Law Society, Mr. W. Johnson in the chair. After the election of four new members, and of Mr. A. J. O'Connor as a member of the committee, a vote of thanks was passed to Mr. Howard W. Soutter (the retiring secretary), on the motion of Mr. W. Showell Rogers (hon. secretary), for his services as treasurer and secretary. Instead of the usual debate on a legal point, Mr. W. S. Rogers read extracts from his essay on "The Doctrine of Separate Use," in compliance with a resolution passed at the last meeting, at which the prize of the society was presented to him. A vote of thanks to the chairman concluded the meeting.

ASSOCIATION FOR THE REFORM AND CODIFICATION OF THE LAWS OF NATIONS.

The following are the subjects selected for discussion at the seventh annual conference, to be held on the 11th of August, 1879, and four following days, at the Guildhall of the City of London:—

1. Public International Law—International protectorate of telegraphic communications; consular jurisdiction in oriental countries; collisions at sea; international maintenance of light-houses; mixed tribunals of Egypt; and international rules of quarantine.
2. International Commercial Law—Bills of exchange; negotiable securities (shares, bonds, and coupons, nominative or to bearer); foreign judgments; international concert in regard to taking evidence for the use of foreign tribunals; uniform standards of weight and measure; patents for inventions; and bankruptcy.
3. International Maritime Law—General average; bills of lading; sea protests and ships' logs; and laws of affreightment.

NATIONAL PROVINCIAL BANK.

At the meeting of the shareholders of the National Provincial Bank, held on Thursday, a dividend and bonus of eleven per cent. for the half-year was declared, making, with the distribution in January last, twenty-one per cent. for the year, and leaving a balance of £30,791 7s. 2d. of undivided profits to be carried forward. In consequence of the increasing connections of the bank at its various branches, the directors propose to issue 28,125 shares of £20 each, to be offered at £10 premium, payable in five equal instalments (payable every six months) to the proprietors whose names shall stand upon the register on the 21st of May, inst., in the following proportions, viz.:—Each £50 share to be entitled to seven-twentieths of a new share; each £20 share to be entitled to four-twentieths of a new share. Upon the new issue it is intended that £12 per share shall be called up.

At a sitting of the St. Louis Circuit Court, before Judge Lindley, a German who had been summoned for jury duty desired to be relieved, giving this reason: "Schudge, I can nich good English onderstan." The judge replied: "Oh, you can serve. You won't have to understand good English; you won't hear any such here."

Legal News.

The *Scottish Journal of Jurisprudence* states that the Glasgow legal practitioners are exerting themselves in regard to matters of professional etiquette. On April 18th, a meeting of the procurators was held in the robing-room, County Buildings, for the purpose of considering certain arrangements in connection with the procedure in the Sheriff Court. The subject of the dress worn by the members while in court was first under discussion. It was pointed out that, despite the understanding that the members should wear a black gown and white tie while engaged in court, it had been to a large extent disregarded. On the motion of Mr. Downie, seconded by Mr. Grieve, it was resolved that the members should always appear and plead in the courts in court costume—black gown and white tie. It was also agreed to request the sheriff to issue an order that all witnesses while under examination should, except in very special circumstances, stand at some distance from the agents, and that members should stand while examining a witness or addressing the court in the course or at the close of a proof. A member referred to the number of individuals who were occasionally practising and appearing who were not licensed practitioners, and thought that something should be done to put a stop to this. Several procurators spoke of cases which had come to their knowledge in which the doings of these individuals were not at all creditable. Ultimately the committee was instructed to investigate as to the appearance in court of unlicensed persons conducting legal business, and to report to a future meeting.

At the meeting of the Association of Trade Protection Societies on Wednesday, a resolution was carried: "That it is desirable that a select committee should be appointed to hear evidence as to the amendments required in the Bankruptcy Bill, and to consider the desirability of amalgamating some of the provisions of Mr. Lloyd's Bill; that rules and orders should before final adoption be printed, and be obtainable for a small charge, and then be subject to revision; that it would be to the public advantage to have one uniform bankruptcy law for England, Ireland, and Scotland; that the distinction between traders and non-traders should be abolished, but that if continued, farmers and graziers ought to be deemed to be traders; that a debtor petitioning or being petitioned against should be required to send a list of his creditors with their addresses, to all creditors over £10; that the principle of the minimum dividend should be adhered to in both bankruptcies and trust deeds, even if the amount be reduced to 5s. in the pound, by the discharge being withheld until the minimum dividend be paid; that a simple, cheap, and expeditious way of dealing with estates of small insolvents, whose liabilities are less than, say, £750, and assets less than, say, £250, should be provided; that a provision should be made for winding up, under the Bankruptcy Act and Court, the estates of deceased insolvents; and that unclaimed dividends and moneys should be divided among the creditors and not be paid to the Crown." It was also resolved:—"That clause 18 in the Lord Chancellor's Bill should be so altered as to vest the appointment of trustees in the creditors and not in the committee of inspection, and that all persons holding proxies for creditors shall be eligible as members of the committee of inspection."

Law Student's Journal.

CALLS TO THE BAR.

The undermentioned gentlemen were on Wednesday called to the bar:—

INNER TEMPLE.—Francis Burdett Thomas Money, LL.M. and M.A., Cambridge; George Moffatt Rhys Layton, B.A., Cambridge; George Howard Cartland, B.A., Oxford; Henry Hills Meredith, B.A., Oxford; Henry Pigeon, late of Cambridge; Lewis Robert Abbey Williams, B.A., Oxford; Arthur Raymond Heath, LL.B., Cambridge; Arthur Peters; John McDonald, M.A., Oxford; James Ramsay-Parsons, B.A., Oxford; James William Lowther, LL.B., Cambridge; William Francis Taylor, B.A., Oxford; Innes Watson, B.A., Oxford; Richard Taswell Richardson, B.A., Oxford; the Hon. Francis Herbert Dawnay, Oxford; Arthur

Russell Johnson, B.A. Oxford; Woornesh Chandra Ghose, Calcutta; William Frederick Whetstone, B.A., LL.B., Cambridge; Alfred Tillotson (holder of a pupil scholarship in real property law, awarded by the Inner Temple, February, 1879); Bowen Pottinger Woosnam, B.A., Oxford; Charles William Mitcalfe Dale, B.A., LL.B., Cambridge; James Edward John Julian, B.A., Oxford; Thomas John Bowles, B.A., Oxford; Francis Randle Twemlow, B.A., Oxford; Arthur Knocker Dibb, B.A., Cambridge; Charles Edmund Robinson, B.A., Cambridge; the Hon. Robert Henry Manners-Sutton; George Stallard, LL.B., Cambridge; Clement Erskine Linwood Strong; Evan Edgar David, B.A., Cambridge; Albert Gray; John Stewart Odiarne Robertson-Luxford, B.A., Oxford; William Evans Hartopp, London; Delabene Weston Marsden (holder of a pupil scholarship in equity, awarded by the Inner Temple, February, 1879); Charles Valentine Knightley, B.A., Oxford; Richard Charles Percy Gethin; Arthur Maw Mitchison, B.A., Oxford; Leicester Paul Beaufort, B.A., Oxford; and William Edward Davidson, B.A. Oxford, Esqs.

MIDDLE TEMPLE.—Rupert Edward Cooke Kettle, of St. John's College, Oxford, B.A.; Hugh Hartland Rose, of Trinity College, Cambridge, B.A.; Walter Jameson Waterlow, of Trinity College, Cambridge, LL.B.; Frederick Vincent Budge, of Wadham College, Oxford, B.A.; James Coen; James Erle-Benham, of St. Mary Hall, Oxford, and King's College, London; Ernest Henry Fishbourne, of Trinity College, Cambridge, LL.B., B.A.; Charles Frederick Hancock, M.A., Merton College, Oxford; William Ernest Gordon Leith, B.A., Trinity Hall, Cambridge; Frederick George Docker Lincoln; John Cameron Graham, London University, B.Sc., Esqs.

LINCOLN'S-INN.—James Pratt (M.A., Aberdeen), University of London and I.C.S.; Edward Greenhill Amphlett, B.A., Oxford; Edmund Fraser Buckley, B.A., Oxford; Arthur Janion Edwards, B.A., Oxford; James William Clark, M.A., Cambridge, Fellow of Trinity Hall; Frederick Warburton Dunston, B.A., Oxford; John Mason Lightwood, M.A., Cambridge, Fellow of Trinity Hall; William Lambert, B.A., Oxford; Robert Albert Jones, B.A., Oxford; Horace Francis Lester, B.A., Oxford; Henry Napier Rooper, B.A., Cambridge; Avary William Holmes, M.A., Dublin; Edward Frederic Knight, B.A., Cambridge; George Denison Faber, B.A., Oxford; George Henry Wallace, B.A., Cambridge; Lawrence Colville Jackson; and Henry Blomfield Burnell, LL.B., Cambridge, Esq.

GRAY'S-INN.—Charles Montague Lush, of Trinity Hall, Cambridge, Esqs.

Legislation of the Week.

HOUSE OF LORDS.

MAY 2.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Edward's Estate, Portsmouth Water.

BILL IN COMMITTEE.

POOR LAW AMENDMENT ACT (1876) AMENDMENT (clause 1).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Berry's Estate, Brewood and Wolverhampton Railway (Abandonment).

COUNTY COURTS.

MAY 5.—BILLS READ A SECOND TIME.

PRIVATE BILL.—Goldsmid Estate.

OMNIBUS REGULATION. RAILWAYS AND TELEGRAPHS IN INDIA.

BILLS READ A THIRD TIME.

PRIVATE BILL.—Lewes Cattle Market.

RIVERS CONSERVANCY. POOR LAW AMENDMENT ACT (1876) AMENDMENT.

MAY 6.—BILLS READ A SECOND TIME.

MARRIAGE WITH DECEASED WIFE'S SISTER.

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Freiston Shore (Estuary of the Wash) Reclamation, Freiston Shore Reclamation, Roper's Estate, Leeds Corporation, Forth Bridge Railway, Sidmouth Railway.

HOUSE OF COMMONS.

MAY 1.—BILLS IN COMMITTEE.

ARMY DISCIPLINE (clauses 1-8). PROSECUTION OF OFFENCES

(passed through Committee). COMPANIES ACTS AMENDMENT (clauses 1-3).

BILLS READ A THIRD TIME.

PRIVATE BILL.—Eastbourne Local Government.

MAY 2.—BILL IN COMMITTEE.

COMPANIES ACTS AMENDMENT (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Bath Corporation, Burnt Fen First District, Cambridge Tramways (No. 1), Chester Cemetery, Church Fenton, Cawood, and Wiston Railway.

MAY 5.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Colwyn Bay Water, East Cornwall Mineral Railway.

CRIMINAL CODE. MARRIAGES CONFIRMATION (HER MAJESTY'S SHIPS).

BILL READ A THIRD TIME.

COMPANIES ACTS AMENDMENT.

MAY 6.—BILLS READ A SECOND TIME.

PRIVATE BILLS.—Leicester Corporation, Newcastle-upon-Tyne and Gateshead Gas, South Shields Gas, Walton-on-the-Naze and Frinton Improvement, Blackburn and Over Darwen Tramways.

BILLS IN COMMITTEE.

VALUATION OF PROPERTY (clauses 6-10). TRUSTEE ACTS (CONSOLIDATION AND AMENDMENT) (passed through Committee).

BILLS READ A THIRD TIME.

PRIVATE BILLS.—Norwich Union Fire Insurance Society, St. Alban City Extension, Whitby Harbour and Port, Llandudno Improvement.

PROSECUTION OF OFFENCES. PUBLIC HEALTH ACT AMENDMENT (INTERMENTS).

BILL READ A FIRST TIME.

BILL TO AMEND THE LAW REGARDING THE LIABILITY OF TRUSTEES HOLDING SHARES IN BANKS AND OTHER COMPANIES (Sir G. Bowyer).

BILLS READ A SECOND TIME.

ARTIZAN'S DWELLINGS ACTS EXTENSION.

BILLS IN COMMITTEE.

LOCAL GOVERNMENT PROVISIONAL ORDERS (ASHTON-UNDER-LYNN) (passed through Committee). MARRIAGES CONFIRMATION (HER MAJESTY'S SHIPS) (passed through Committee).

BILL READ A THIRD TIME.

PIER AND HARBOURS CONFIRMATION.

BILL READ A FIRST TIME.

BILL TO AMEND LAW RELATING TO SALMON (Mr. Cowen).

Court Papers.

SUPREME COURT OF JUDICATURE.

ROTA OF REGISTRARS IN ATTENDANCE ON

Date.	COURT OF APPEAL.	MASTER OF THE ROLLS.	V.C. MALINS.
Monday, May..	12 Mr. Teesdale	Mr. Pemberton	Mr. Leach
Tuesday	13 Farrer	Ward	Latham
Wednesday....	14 Teesdale	Pemberton	Leach
Thursday	15 Farrer	Ward	Latham
Friday	16 Teesdale	Pemberton	Leach
Saturday	17 Farrer	Ward	Latham
	V. C. BACON.	V. C. HALL.	Mr. Justice Fry.
Monday, May	12 Mr. Clowes	Mr. King	Mr. Jackson
Tuesday	13 Koe	Merivale	Cobby
Wednesday....	14 Clowes	King	Jackson
Thursday	15 Koe	Merivale	Cobby
Friday	16 Clowes	King	Jackson
Saturday	17 Koe	Merivale	Cobby

SALES OF THE ENSUING WEEK.

May 10.—Mr. F. STATHAM HORSON, at the Borough Arms Hotel, Newcastle-under-Lyme, freehold properties (see advertisement, May 3, page 6).

May 12.—Messrs. BAXTER, PAYNE, & LEPPER, at the Mart, at 2 p.m., freehold properties (see advertisement, April 26, page 621).

May 13.—Messrs. DEBENHAM, TEWSON, & FARMER, at the Mart, at 2 p.m., freehold properties (see advertisement, May 3, page 6).

May 14.—Messrs. EDWIN FOX & BOUSEFIELD, at the Mart, at 2 p.m., freehold and leasehold properties (see advertisement this week, page 5).
 May 16.—Messrs. BAKER & SONS, at the Mart, at 2 p.m., leasehold properties (see advertisement this week, page 6).
 May 16.—Messrs. FULLER, HORNEY, SONS, & CO., at the Mart, at 2 p.m., freehold wharf property (see advertisement this week, page 4).
 May 16.—Mr. F. STATHAM HOBSON, at the Crown Hotel, Rayleigh, freehold estates (see advertisement, May 3, page 6).

BIRTHS, MARRIAGES, AND DEATHS.

BIRTHS.

CHUTE.—May 6, at 19, Wilton-street, the wife of Chaloner W. Chute, of a son.
 FRASER.—May 2, at Ashford, Kent, the wife of James Fraser, solicitor, of a daughter.
 RILEY.—April 30, at St. Helen's, Lancashire, the wife of Mr. Hy. Lindon Riley, of a daughter.
 STAMP.—April 30, at Honiton, Devon, the wife of Edmund Archibald Stamp, solicitor, of a son.

MARRIAGES.

RUTHERFORD—STRACHAN.—April 30, at Septon, near Liverpool, Watson Rutherford, of Great Crosby, solicitor, to Elspeth, daughter of Alexander Strachan, of the same place.
 TAYLOR—RICKARD.—May 1, at Derby, Francis James Taylor, of Bakewell, Derbyshire, solicitor, to Emily, eldest daughter of William Rickard, of Derby.
 WESTON—HODGSON.—May 2, at St. Leonard's-on-Sea, James Weston, of Lincoln's-inn, barrister-at-law, to Caroline Beatrice, daughter of the late Isaac Hodgson, of Kirby Frith, Leicestershire.
 WINDEATT—PARSON.—April 30, at Plymouth, Edward Windeatt, of Totnes, solicitor, to Sarah, daughter of the late George Parson, of Plymouth.

DEATHS.

ATTWATER.—May 2, at Fern Lea, St. John's-road, Brixton, S.W., Charles Attwater, solicitor.
 FLEMING.—April 22, at Brighton, John Leigh Fleming, barrister-at-law, Inner Temple, aged 34.

LONDON GAZETTES.

Professional Partnerships Dissolved.

FRIDAY, May 2, 1879.

Earle, Nicholas, Augustus Percy Earle, William Orford, Nicholas Albert Earle, and Frank Milne, Manchester, Solicitors. Apr 30
 Kynast n. John, and Charles Gasquet, Queen st., Cheapside, Solicitors. Apr 22
 Tyrer, William, and William Thomas Husband, Widnes, Lancaster, Solicitors. Apr 25
 Peace, Maaskell William, and Herbert Booth Bell, Wigan, Solicitors. Apr 30

Winding up of Joint Stock Companies.

LIMITED IN CHANCERY.

FRIDAY, May 2, 1879.

Nalison Coal and Coke Company, Limited.—Petition for winding up presented May 1, directed to be heard before V.C. Hall, on May 16. Bland and Son, Lincoln's inn fields, agents for Fry and Co, Bristol, solicitors for the petitioners.
 Victoria Mills Cotton Spinning and Manufacturing Company, Limited.—Petition for winding up presented Apr 29, directed to be heard before the M.R., on May 10. Sharpe and Co, Bedford row, agents for Harvey and Co, Liverpool, solicitors for the petitioner.
 Victoria Mills Cotton Spinning and Manufacturing Company, Limited.—Petition for winding up presented Apr 29, directed to be heard before V.C. Bacon, on May 10. Shaw and Tremel on, Gray's inn sq. agents for Artindale and Artindale, Burnley, solicitors for the petitioners.

UNLIMITED IN CHANCERY.

FRIDAY, May 2, 1879.

Farciffs Place Building Society.—V.C. Hall has, by an order dated Apr 6, appointed James Clough Wright, Darley st, Bradford, to be official liquidator. Creditors are required, on or before June 10, to send their names and addresses and the particulars of their debts or claims to the above. Friday, June 20, at 3, is appointed for hearing and adjudicating upon the debts and claims.
 Hesley New Mill Company.—V.C. Hall has fixed May 14 at 12 at his chambers as the time and place for the appointment of an official liquidator.

LIMITED IN CHANCERY.

TUESDAY, May 6, 1879.

Athenian Marble Company, Limited.—The M.R. has fixed May 15 at 11 at his chambers as the time and place for the appointment of an official liquidator.
 Cassell Tramway Company, Limited.—Petition for winding up presented May 3, directed to be heard before V.C. Hall, on May 16. Roy and Cartwright, Lothbury, solicitors for the petitioner.

Indemnity Fire Office, Limited.—The M.R. has, by an order dated Mar 11, appointed James Waddell, Mansion House chambers, Queen Victoria st, to be official liquidator.
 Onward Cement Company, Limited.—By an order made by the M.R., dated Apr 26, it was ordered that the voluntary winding up of the company be continued. Bailard, Cliford's inn, solicitor for the petitioner.
 Penang Plantations Company, Limited.—The M.R. has fixed Wednesday May 14 at 11 at his chambers as the time and place for the appointment of an official liquidator.

UNLIMITED IN CHANCERY.

TUESDAY, May 6, 1879.

Security Institution.—By an order made by V.C. Hall, dated Apr 23, it was ordered that the above institution be wound up. Charley and Co, Moorgate st, solicitors for the petitioner.

COUNTY PALATINE OF LANCASTER.

LIMITED IN CHANCERY.

TUESDAY, May 6, 1879.

Bold Colliery Company, Limited.—By an order of the court, dated Apr 28, it was ordered that the above Company be wound up. Mather, Liverpool, solicitor for the petitioners.
 Saint Anne's-on-the-Sea Hotel Company, Limited.—By an order made by the V.C., dated Apr 28, it was ordered that the above company be wound up. Sheppey and Field, Manchester, agents for Woodcock and Sons, Haslington, solicitors for the petitioners.
 Syke Hill Company, Limited.—Creditors are required on or before May 31 to send their names and addresses and the particulars of their debts or claims to Robert Samuel Taylor, Barr., Friday, June 6 at 11 is appointed for hearing and adjudicating upon the debts and claims.
 Wigan Rolling Mills Company, Limited.—Petition for winding up presented May 3, directed to be heard before the V.C. at 6, St. James place Lincoln's inn, on May 19 at 10.30. Mather, Liverpool, agent for Peace, Wigan, solicitor for the petitioners.

STANNARIES OF CORNWALL.

TUESDAY, May 6, 1879.

Cargill Mining, Company.—By an order made by the Vice Warden, dated May 1, it was ordered that the above company be wound up. Paul, Truro, solicitors for the petitioners.

Friendly Societies Dissolved.

FRIDAY, May 2, 1879.

Old Original Fernald Friendly Society, Falcon Inn, Little Bolton, Lancashire. Apr 29
 Union Benefit Society, Ark Inn, Droitwich, Worcester. May 3.

Creditors under Estates in Chancery.

Last Day of Proof.

TUESDAY, APR. 29, 1879.

Hanthorne, Steele, Dresden, retired Lieut-Col in Hon East India Co May 30. Hawthorne v. Kennedy, and Graham v. Hawthorne. V.C. Hall.
 Healy, Susan, Chalfont, Bucks. May 24. Nash v. Healy, M.R.
 Newbon and Co, Warrobs pl, Doctor's commons.
 Huson, James, Nobut, Stafford, Farmer. May 29. Huson v. Perkin, M.R. Hand and Co, Stafford.
 Teall, Sarah Maria, Witney, Oxford. May 31. French v. Andrews, V.C. Malins.
 Boyle, Mecklenburgh sq, London.
 Voss, Martha Savanna, Union rd, Brompton. May 23. King v. Voss, M.R. Holland, Knightsbridge st, Doctor's commons.
 Williams, William Walter, Northolt, Farnham, Kent. May 26.
 Hopkins v. Williams, V.C. Malins.
 Davies, Haverfordwest.
 Willis, Caroline, Leighton Buzzard, Bedford. May 23. Willis v. Willis, M.R. Sykes, St Swithin's lane.

FRIDAY, May 2, 1879.

Nokes, William, Abington villa, Kensington, E.q. May 29. Nokes v. Nokes, V.C. Bacon.
 H-setting, Sejan's inn, Fleet st.
 Baily, Ann, Kensington. June 9. Chastle v. Jennings. V.C. Bacon.
 Weir, Mary Giese, Carlton hll. May 30. Hollingworth v. Willing, M.R. Dawes, Angel ct, Throgmorton st.

TUESDAY, May 6, 1879.

Bagnall, Elizabeth, Stafford. June 6. Hart v. Hart, V.C. Malins.
 Chalmers, Stafford.
 Fowler, William, Walworth rd, Surrey, Grocer. June 4. Sowell v. Tapper, V.C. Malins.
 Nicholls, Lincoln's-inn-fields.
 Gladwell, Thomas Henry, Kennington park rd, Print Saller. June 26.
 Gladwell v. Drongole, V.C. Hall.
 Sole and Co, Aldersmanbury.
 Jones, William, Cwmmer, Monmouth, Farmer. May 15. Williams v. Jones, V.C. Hall.
 Abergavenny.
 Norton, Hon George Chapple, Kettlethorpe Hall, nr Wakefield. June 4.
 Vazghan v. Brinley, M.R. Smith, Cranen st, Strand.
 Oter, Charles, the Heath, Ryewell, Barrister-at-law. June 4.
 Barker v. Oter, V.C. Hall.
 Ryo and Eyre, Golden sq.
 Rimmer, Peter, Scarisbrook, Lancashire, Grocer. May 3. Rimmer v. Westhead, M.R. Brandreth, Red Lion sq, Bloomsbury.

Creditors under 23 & 23 Vict. cap. 35.

Last Day of Claim.

FRIDAY, April 25, 1879.

Atkinson, Ann, Helmsley, York, Brewer. May 30. Pearson, Helmsley.
 Atkinson, Naomi Row, Halkin st, Belgravia. May 31. Allison, Louth.
 Bland, William, Helmsley, York, Brewer. May 30. Pearson, Helmsley.
 Bowis, Robert, Boston, Lincoln, Gent. May 16. Bassit, Wainfleet.
 Bridges, Thomas Charles, Ludlow, Salop, Esq. May 13. Abbott and Co, New Inn, London.
 Elliot, Henry Capel, Brompton Crescent, Esq. May 22. Pownall and Co, Staple inn.

Gillham, John, Ecclesfield, Yorkshire, solicitor. May 24. Letts Bros.
 Bartle's bldgs, London
 Gordon, Rev. William, Charlton, Somerset, Clerk. May 23. Poole,
 Bridgewater
 Hamilton, James, Preston, Scotch Draper. June 1. Banks, Pres-
 ton
 Hamilton, John, Kirkland, Lancaster, Farmer. June 1. Banks, Pres-
 ton
 Hayward, Thomas, Frittenden, Kent, Farmer. May 13. Hinds and
 Son, Goudhurst
 Hearnden, Richard, Hanley rd, Hornsey Rise, Printer. May 30.
 Arthur Charles Poole, 14, Wakefield st, Regent-q
 Hewwood, Charles, Oxford, Engineer. June 23. Jelf, Birming-
 ham
 Hollis, William Pottinger, Sonning, Berks, Farmer. June 30. Blandy
 and Witherington, Reading
 Jones, Benjamin, Llanelly, Carmarthen, Gent. June 7. Home,
 Llanelly
 Laughton, James, Lewisham, Kent, Gent. June 3. Baddley and Son,
 Leman st
 Lucas, William, Bath, Lodging-house Keeper. June 12. Daubney
 and Wilson, Bath
 Mackie, John, Hornsea, York, Gent. June 2. Eldridge and Stephen-
 son, Hull
 Mariand, John, Chesham, Manchester, Gent. June 9. Marlow,
 Manchester
 McConnell, James, Esher, Surrey, Gent. June 24. Cunliffe and Co.
 Manchester
 McLaurin, James, Gateshead, Durham, Nail Maker. June 6. Chartres
 and Co, Newcastle-upon-Tyne
 Mickle, Emma, Chislehurst, Kent. June 2. Helder and Co, Verna-
 m bldgs, Gray inn
 Moody, Juliana Sarah, Tunbridge Wells, Kent. June 1. Bennett,
 Red Lion sq
 Newington, Mary Ann, Cliffs, Sussex. June 1. Hillman, Lewes
 Noake, Jane Matilda, Lower Easton, Gloucester. June 2. Barges or
 Co, Bristol
 Olivier, Charles, Bradford, York, General Agent. May 13. Gardinar
 and Jeffery, Bradford
 Peck, William Bishop, Bristol, Wine and Spirit Merchant. June 2.
 Burgess and Co, Bristol
 Pittock, George, Deal, Kent. May 31. Reeves, Herbert rd, Stock-
 well, Surrey
 Potter, Elizabeth, Hornsea, York. June 2. Eldridge and Stephenson,
 Hull
 Predry, William, St Womards, Hereford, Farmer. June 1. Symonds,
 Hereford
 Remshaw, James, Eccles, Lancaster, Farmer. May 16. Payne and
 Galloway, Manchester
 Benton, John, New Wortley, Leeds, Batter Factor. June 16. Balmp
 and Son, Leeds
 Richardson, John, Pickering, York, Farmer. May 26. Jackson,
 Moulton
 Sewell, John Brodie, Aldersgate st, Builder. May 31. East, Basinas
 hall st
 Scotchman, Caroline, Anerley, Surrey. May 12. Yorke and Brewer,
 Conduit st, Bond st
 Smith, Rev Charles Linsingham, Little Canfield, Essex, Clerk. May 30.
 Wade and Knocker, Gt Dun-crow
 Snow, Richard, Tiverton, Devon, Malster. June 24. Dunsford and
 Co, Tiverton
 Tomb, Sophia, Colwall, Hereford. May 27. Smith, Ledbury
 Walker, Ellen, Clifton, Bristol. June 7. Taddy, Bristol
 Ward, Joseph, Cleator Moor, Cumberland, Gent. May 9. Paitson,
 Whitehaven
 Whitehead, Charles Howard, West Brixton, Q.C. June 25. Taylor
 and Co, Great James st, Bedford row
 Williams, Charles, Beaufort rd, Chelsea, Cowkeeper. May 24. Letts
 Brothers, Bartlett's buildings, London
 Williams, Sarah, Llanelly. June 3. White, Carmarthen

Bankrupts.

FRIDAY, May 2, 1879.

Under the Bankruptcy Act, 1869.Creditors must forward their proofs of debts to the Registrar.
 To Surrender in London.

Bennett and Valliamy, Central Baths, Wilderness row, Builders. Pet
 Apr 25. Pepsys. May 21 at 12
 Hett, Philip, Kentish town road, Linen Draper. Pet Apr 30. brougham.
 May 13 at 11
 Michell, Frederick, Priest court, Foster lane, Merchant. Pet May 1.
 Haslett. May 21 at 12.30
 Tripp, Howard, Golbourne road, Kensington. Pet Apr 28. Pepsys
 May 21 at 12.30

To Surrender in the Country.

Burrell, George Ferguson, Newcastle-upon-Tyne, Commission Agent.
 Pet Apr 26. Daggett. Newcastle, May 14 at 11
 Hammonds, Henry, Brierley Hill, Stafford, Grocer. Pet Apr 22. Har-
 ward. Stourbridge, May 16 at 2.30
 Mowbray, William Henry, Swanshead, Lincoln, Wheelwright. Pet
 Apr 28. Staniland. Boston, May 15 at 12.30
 Seard, John Cawper, Hastings, Solicitor. Pet Apr 26. Young. Has-
 tings, May 15 at 12
 Went, James Benjamin, Broom's, Norfolk, Clerk in Holy Orders. Pet
 Apr 30. Worledge. Great Yarmouth, May 14 at 5

TUESDAY, May 6, 1879.

Under the Bankruptcy Act, 1869.

Creditors must forward their proofs of debts to the Registrar.

To Surrender in London.

Smith, Thomas, and Charles Harris, Bishopsgate st Within, Oil
 Brokers. Pet May 2. Pepsys. May 21 at 1
 Menzies, Andrew Ld-tell, Leadenhall st, Commission Merchant. Pet
 Apr 24. Pepsys. May 21 at 1
 Robinson, John Joseph, Gracechurch st, Hosier. Pet May 1. Haslett.
 May 21 at 12

To Surrender in the Country.

Aldred, John, Ardwick, Lancashire, out of business. Pet May 3.
 Lister. Manchester, May 19 at 11
 Burkinshaw, William James, Gower Hall, nr Barnsley, Cattle Dealer
 Pet May 2. Bury. Barnsley, May 21 at 3
 Culver, Edwin George, Great Yarmouth, Pietras Frame Maker. Pet
 May 2. Worledge. Great Yarmouth, May 31 at 11
 Griffiths, Richard, Bridgend, Glamorgan; Publican. Pet May 3.
 Lansley. Cardiff, May 21 at 2
 Hatfield, Ann, Shannon st, Leeds. Pet Apr 30. Marshall. Leeds,
 May 28 at 11
 Hatfield, Jane, Shannon st, Leeds. Pet Apr 30. Marshall. Leeds,
 May 28 at 11
 Pollard, Joseph, Selby, York, Draper. Pet May 1. Perkins. York,
 May 17 at 10.30
 Townsend, William, and Abraham Pratt, Leicester, Boot Manufacturers.
 Pet May 3. Moore. Leicester, May 20 at 12

BANKRUPTCIES ANNULLED.

FRIDAY, May 2, 1879.

Ahlborn, Augustus, Air st, Court Dressmaker. Apr 29

Liquidations by Arrangement.**FIRST MEETINGS OF CREDITORS.**

FRIDAY, May 2, 1879.

Adams, John, Hastings. Draper. May 15 at 12 at the Provincial
 Hotel, Havelock rd, Hastings. Cotton, Upper Thames st
 Andrews, George, Tuxford, Nottingham, Corn Merchant. May 16 at
 11 at offices of Buseoby, Grove st, East Retford
 Arnall, John Thomas, Leake, Lincoln, Veterinary Surgeon. May 15 at
 12 at offices of Thomas, Emery lane, Boston
 Ashton, Matthew, Sutton-on-Trent, Nottingham, Farmer. May 13 at
 1 at the Ram Hotel, Castlegate, Newark. Webster and Styling,
 Sheffield
 Barnard, George Sydney, Bampton, Huntingdon, Clothing Manufac-
 turer. May 20 at 12 at the Queen's Hotel, Manchester. Barnard,
 King's Arms yard, Coleman st
 Bennett, John Rush, Middlesborough, Cabinet Maker. May 16 at 3
 at offices of Bainbridge and Barney, Corporation hall, Middles-
 brough
 Bennett, William, and John Bennett, Exeter, Builders. May 14 at 10
 at offices of Southcott, Post Office st, Bedford circus. Hartnoll
 Bentley, Eliza, Radford, Nottingham, Leather Dealer. May 15 at 3
 at the Green Dragon Hotel, Galford st, Leeds. Clifton, Nottingham
 Boyd, John George, South Lambeth rd, Commission Agent. May 16
 at 2 at 12, Beaufort buildings, Strand. Biney and Co, Sheffield
 Brain, Joseph Henry, Bristol, Butcher. May 7 at 11 at offices of
 Essery, Guildhall, Broad st, Bristol
 Brambilla, James, Chorlton-upon-Medlock, Manchester, Milk Seller.
 May 19 at 3 at offices of Casper, Brazennose st, Manchester
 Briggs, William, Rochdale, Music Seller. May 16 at 2.30 at offices of
 Brierley, Butt's avenue, Rochdale
 Brittain, James, Hulmevalfield, Chester, Farmer. May 14 at 11 at the
 Bull's Head Hotel, Congleton. Cooper, Congleton
 Brown, David, Narberth, Pembroke, Joiner. May 17 at 11 at offices
 of Lascelles, Narberth
 Browne, William Herbert, Mablethorpe, Lincoln, Licensed Victualler.
 May 15 at 2.30 at offices of Falkner and Owen, Eastgate, Louth
 Buckroyd, William, Newby, nr Scarborough, Innkeeper. May 14 at
 3 at the Bull Hotel, Scarborough. Crowther, Scarborough
 Burstow, Frederick, Shoreham, Sussex, Builder. May 20 at 3 at offices
 of Nye, North st, Brighton
 Cadman, James, Fenton, Stafford, Boot Dealer. May 12 at 11 at offices
 of Kent, Chancery lane, London
 Candow, Walter John, Sheffield, Estate Agent. May 16 at 11 at the
 Incorporated Law Society, Aldine court, High Sheffield. Forrett,
 Sheffield
 Carr, Jonathan, Quarrington hill, Durham, Grocer. May 15 at 2 at 32
 Grainger street West, Newcastle-upon-Tyne. Richardson, Newcas-
 tle-upon-Tyne
 Cary, Thomas Hardy, Chadzoy, Somerset, Farmer. May 10 at 11 at
 offices of Chapman, High st, Bridgwater
 Child, Sidney Thomas, Newport, Monmouth, Journeyman Baker. May
 9 at 10 at offices of David, Cambria chambers, Tredgar place, New-
 port
 Clegg, Geoffrey, Hunslet, General Dealer. May 14 at 3 at offices of
 Bointon, Old Bank chambers, Leeds
 Collins, John, and William Collins, High st, Canute Town, Hatters.
 May 20 at 1 at 83, Gresham st. Barnard, White Lion st, Norton
 Folgate
 Coxon, William Henry, Tynemouth, Northumberland, out of business.
 May 19 at 3 at offices of Clark, Grainger st West, Newcastle-upon-
 Tyne
 Crowther, George, and William Dear, Liversedge, York, Cloth
 Fullers. May 17 at 10.30 at offices of Ridgway and Ridgway, Wel-
 lington st, Batley
 Dainton, Frederick, Goswell rd, Islington, Glass Writer. May 16 at 3
 at offices of Wetherfield, Queen st, Chapsale
 Dallimore, John William, Brantn, Builder. May 15 at 3 at offices of
 Woods and Dempster, Ship st, Brighton
 Davies, John, Rhyl, Flint, Boot Maker. May 16 at 3 at the Queen's
 Hotel, Chester. Williams, Rhyl
 Dennis, John Eustace, High st, Kensington, Dentist. May 19 at 3 at
 offices of Marshall, Chancery lane
 Denning, Richard, Westonroyland, Somerset, Farmer. May 14 at 11
 at offices of Chapman, High st, Bridgwater
 Ditchfield, Henry, Congleton, Chester, Innkeeper. May 19 at 11 at
 offices of Cooper, West st, Congleton
 Earl, Henry, and John Earl, Redcar, York, Boat Dealers. May 13 at
 12 at offices of Thompson, High st, Stockton
 Earnshaw, William Armytage, Morimer st, Cavendish sq, of no occu-
 pation. May 14 at 3 at offices of Lumley and Lumley, Old Jewry
 chambers
 Edwards, Jane, Dowla, Glamorgan, Grocer. May 18 at 12.30 at offices
 of Morgan and Co, Victoria st, Merthyr Tydfil
 Ellet, William, and Walter Twiss Glover, Bradford, Staff Merchants.
 May 22 at 3 at offices of T-y-lor and Co, Piccadilly, Bradford
 Entwistle, James, Beloever at, Great Portland st, Mantle Maker.
 May 15 at 3 at offices of Priestley and Co, Chapsale. Rexworthy
 Chapsale

- Fernandes, Henry Hutchinson Luis, South Stockton, Clerk. May 13 at 3 at offices of Draper, Finkle st, Stockton-on-Tees
- Fielding, James, Rhyl, Flint, out of business. May 19 at 2 at Queen's Hotel, Chester. Roberts, Rhyl
- Folkes, John, Lye, Worcester, Use Iron Manufacturer. May 16 at 12 at offices of Collis, Market st, Stourbridge
- Ford, Andrew, Newark-upon-Trent, Coach Builder. May 16 at 4 at Fletcher gate, Nottingham. Cockayne, Nottingham
- Fotheringham, Alexander Macdonald, East India chambers, Leadenhall st, Insurance Broker. May 20 at 12 at the Cannon at Hotel, Cannon st. Lowless & Co, Martin's lane, Cannon st
- Fudge, Rty Standfield, Longfleet, Poole, Clerk. May 15 at 3 at offices of Aldridge and Aldridge, King st, Poole
- Furber, Charles, the younger, and Harry Dannaan, Regent st, Auctioneers. May 13 at 12 at offices of Cudley, Old Jewry
- Gandais, Joseph, Dean st, Soho sq, Baker. May 19 at 3 at the Black Horse Hotel, Rathbone pl, Oxford st
- Gea, James, Salford, Lancaster, Ironmonger. May 23 at 3 at offices of Cobbett and Co, Brown st, Manchester
- George, Frederick, Harrogate, York, Silk Mercer. May 13 at 10 at offices of Crumble, Stonegate, York. Richardson and Byron, Harrogate
- Gill, George, Castleford, York, Earthenware Manufacturer. May 19 at 1 at the Griffin Hotel, Boar lane, Leeds. Bradler, Castleford
- Gilling, George, Derby, Builder. May 21 at 3 at the Royal Hotel, Derby. Close, Derby
- Goodwin, Walter, Goxhill, Lincoln, Bricklayer. May 14 at 3 at offices of Singleton and Martinson, Exchange buildings, Bowinley lane, Kingston-upon-Hull
- Grange, William Henry, Saltburn-by-the-Sea, York, Builder. May 12 at 2 at offices of Jackson and Jackson, Albert rd, Middlesbrough
- Graves, Robert, Ashby-de-la-Launde, Lincoln, Farmer. May 12 at the Bristol Arms Hotel, Sleaford, in lieu of the place originally named Grubbs, Elizabeth Margaret, James Henry Gribbin, Anne Gains, and James Henry Gains, Manchester, Bleachers. May 14 at 3 at the Mosley Hotel, Piccadilly, Manchester. Sutton and Elliott, Manchester
- Grice, Frederick, Great Ellingham, Norfolk, Farmer. May 17 at 2 at offices of Emerson, Rampant Horse st, Norwich
- Groce, Charles Grizzell, Lincoln, Woollen Draper. May 10 at 11 at offices of Rex, Broadgate, Lincoln
- Gwilliam, John, Lydbrook, Gloucester, Innkeeper. May 13 at 12 at Townhall, Underford. Bradstock and Goldring, Cinderford
- Hackett, Stephen, Birmingham, Hosier. May 15 at 3 at the George Hotel, Leicester. Robinson and Son, Birmingham
- Hall, Charles, Gloucester, Slater. May 17 at 3 at the Fountain Inn, Gloucester. Clark, Cheltenham
- Hall, James, and James Smith, Nottingham, Lithographic Printers. May 16 at 3 at office of Marsland, St Swithin's lane, London. Baik, Nottingham
- Hauer, John, Bury, Lancaster, Agent. May 14 at 11 at Garden st, Bury. Anderton, Bury
- Hancock, William, Talk-on-the-Hill, Stafford, Innkeeper. May 15 at 11 at the North Stafford Hotel, Stoke-upon-Trent. Sherratt and Sons, Kidsgrove, Staffordshire
- Hards, Thomas, Bridge pl, Teddington, Whitesmith. May 15 at 3 at office of Buckland, Brook st, Kingston-on-Thames
- Harridge, Edward, Witham, Essex, Boot Maker. May 22 at 12 at offices of Digby and Evans, Silver st, Maldon. Bird, Maldon
- Harrison, Francis, Stockport, Chester, Plumber. May 19 at 3 at office, Bank chambers, Market pl, Stockport. Newton
- Harrison, John Thomas, Gateshead, Durham, Builder. May 16 at 12 at the Law Society's Rooms, Royal arcade, Newcastle-upon-Tyne. Rhagge, Newcastle-upon-Tyne
- Harwood, Charles, Birmingham, Licensed Vi-tualer. May 13 at 12 at offices of Southall and Co, Waterloo st, Birmingham
- Hazledine, Joseph, Stourbridge, Worcester, Hotel Proprietor. May 13 at 11 at offices of Collis, Market st, Stourbridge
- Hill, Dudley, Oldswinford, Worcester, Grocer. May 17 at 11 at offices of Wall, Union chambers, High st, Stourbridge
- Hill, Henry John, Bishops Hall, Somerset, Miller. May 22 at 11 at offices of Reed and Cook, Paul st, Taunton
- Hillier, Joseph, Manley terrace, Kensington park, out of business. May 15 at 12 at offices of Rich, Featherstone buildings, Holborn
- Hilton, Daniel, and John Hilton, Salford, Lancaster, Coal Merchants. May 19 at 3 at offices of Grundy and Co, Booth st, Manchester
- Hilton, James, Manchester, Tobaccoist. May 19 at 3 at offices of Heath and Sons, Swan st, Manchester
- Hodson, Charles, Stoke-upon-Trent, Confectioner. May 13 at 11 at Copeland Arms Hotel, Stoke-upon-Trent. Ashwell, Stoke-upon-Trent
- Hodson, John, Stoke-upon-Trent, Fruiterer. May 12 at 11 at offices of Griffith, Lad lane, Newcastle-under-Lyme
- Hollingsworth, Thomas, Northwich, Chester, Builder. May 17 at 11 at offices of Rylance, Essex st, Manchester
- Holmes, Thomas, Middlesbrough, Marine Store Dealer. May 10 at 11 at Zetland Arms Hotel, Middlesbrough
- Horne, John, Derby, Mattress Maker. May 20 at 3 at Bell Hotel, Sadler gate, Derby. Hextrall, Derby
- Houghton, Charles Edwin, Birmingham, out of business. May 13 at 11 at offices of Taylor, Colmore row, Birmingham
- Hutchinson, Samuel Holwell, Exeter, Painter. May 13 at 11 at Royal Clarence Hotel, Exeter. Battishill, Exeter
- Ingham, John, Manchester, Joiner. May 13 at 3 at Mitre Hotel, Cathedral gates, Manchester. Farrington, Manchester
- Ivings, Frank, Upper Manor st, Cuessea, Builder. May 20 at 3 at offices of Storry, Lombard st
- Jenkins, William Henry, Bristol, Butcher. May 16 at 11 at offices of Ward, Albion chamber, Bristol
- John, William, Lantwit Major, Glamorgan, Malster. May 21 at 11 at offices of Rees, Cowbridge
- Jones, George Ball, Hanley, Stafford, Grocer. May 10 at 11 at offices of Tennant, Chesapeake, Hanley
- Jones, John, Llandeloe, Carmarthen, Wheelwright. May 19 at 10.30 at Meekworth Hotel, Swansea. Bishop, Llando
- Jones, William, Poulton, Lancaster, out of business. May 9 at 2 at offices of Ellis, Esarrgate st, Chester
- Keirle, Frank, Ashcott, Somerset, Farmer. May 13 at 11 at offices of Chapman, High st, Bridgewater
- Lambert, David, Uperswinford, Worcester, Painter. May 14 at 12 at offices of Collis, Market st, Stourbridge
- Large, Frank Jerome, Birmingham, Brass Founder. May 15 at 13 at offices of Hawkes and Weekes, Temple st, Birmingham
- Lees, Archibald George, Hanley, Stafford, Coal Merchant. May 12 at 3 at offices of Bennett, Piccadilly buildings, Hanley
- Leslie, William, Neath, Innkeeper. May 15 at 11 at offices of Davies, Alma place, Neath
- Lloyd, John, Wolverhampton, Ironmonger's Factor. May 19 at 12 at offices of Gatts, King st, Wolverhampton
- Lowman, Charles, and William Lowman, Totton, Southampton, Carpenters. May 13 at 3 at offices of Bell, Portland st, Southampton
- Lukins, John, Yeovil, Somerset, Grocer. May 17 at 11 at offices of Mayo and Marsh, Church st, Yeovil
- Macgregor, Donald, Newington Butts, Draper. May 21 at 12 at 145, Chesapeake. Robinson, Christchurch passage, Newgate st
- Macgregor, William, South Shields, Professional Quilt Player. May 14 at 12 at offices of Bell, Howard chambers, Howard st, North Shields
- Manyon, Michael, Bury, Lancaster, Fish Dealer. May 14 at 3 at offices of Anderton, Garden st, Bury
- Mason, William Frederick, Manchester, Publican. May 20 at 3 at offices of Boots and Edgar, Manchester
- Meadowcroft, Robert Whitlam, Plumber, Gorton, Lancaster. May 15 at 3 at offices of Leigh, Brown st, Manchester
- Mitchell, Edward, Reading, Oil and General Warehouseman. May 13 at 12 at offices of Andrews and Mason, Ironmonger lane. Dodd, Reading
- Morris, William Robinson, Lindale-in-Carmel, Lancaster, Clerk in Holy Orders. May 10 at 11 at the Temperance Hall, Uverston. Pearson, Uverston
- Nailer, Charles, Beenharn, nr Reading, Farmer. May 13 at 3 at offices of Beale and Martin, London st, Reading
- Eugene O'Brien, Liverpool, Baker. May 22 at 3 at offices of Yates and Co, Water st, Liverpool
- Parker, William, Durham, out of business. May 13 at 11 at offices of Garbutt, Mosley st, Newcastle-upon-Tyne
- Parnall, Henry Polglase, Exeter, Saddler. May 15 at 10 at offices of southcott, Post Office st, Bedford circus, Exeter. Hartnoll
- Peacock, William, Crispin st, Spitalfields, China and Glass Dealer. May 15 at 2 at 50, Bishopsgate st Within. Norris
- Pearce, Thomas, Shifnal, Salop, Shopkeeper. May 16 at 11 at offices in High st, Shifnal. Leake, Shifnal
- Pearce, Thomas Charles, Lydney, Gloucester, Engineer. May 19 at 2 at offices of Baldwin and Morgan, Chepstow. Lawrence, Newport
- Peters, John, Leadenhall st, East India Agent. May 13 at 2 at offices of Chidley, Old Jewry
- Philippin, Henri Frederick, John Pellissier, and James Thomas Templer Powell, Lombard st, Merchants. May 15 at 12 at the Guildhall Hall Tavern. Combe and Wainwright
- Ponder, William, the younger, Lower Norwood, Surrey, Bootmaker. May 16 at 12 at offices of Pickering, Finsbury place
- Powell, John Passifall, Great Grimaby, Salford, Maker. May 14 at 11 at offices of Waite, Cleethorpe rd, Great Grimaby
- Pratt, Thomas, Oldbury, Worcester, Grocer. May 16 at 11 at offices of Shawcross, Church st, Oldbury
- Preston, Philip James, Batley, York, Wool Merchant. May 13 at 3 at office of Wooley, Exchange buildings, Batley
- Priddy, Thomas Greenhill, Croydon, Surrey, Joiner. May 15 at 12 at offices of Corbett, Avenue House, the Cross, Worcester
- Pritchard, Edwin, Abergavenny, Coal Dealer. May 19 at 10.30 at offices of Sayco, Lion st, Abergavenny
- Quennell, Thomas, Wombridge, Salop, Boreseller. May 16 at 2 at offices of Taylor, King st, Wellington
- Rance, William, and John Rance, St Albans, Builders. May 10 at 1 at offices of Simpson, St Albans, Herts. Tarleton, St Albans
- Raymond, Henry, Cathays, Cardiff, Builder. May 22 at 3 at offices of Stephenson and Co, Queen's chambers, Cardiff. Dalton and Co, Cardiff
- Reid, Thomas, Haydock Green, Lancaster, Grocer. May 20 at 11 at offices of Ridgway and Worley, Cairo at chambers, Cairo st, Warrington
- Ridley, Arthur Stone, Watling st, Warehouseman. May 19 at 3 at the Guildhall Tavern, Gresham st. Ashurst and Co, Old Jewry
- Roberts, John, New Wortley, Leeds, Draper. May 14 at 3 at offices of Walker, South parade, Leeds
- Robins, Thomas, Leeds, Bread Baker. May 15 at 3 at offices of Fearn, Bank st, Leeds
- Robinson, George Denman, Brunswick terrace, Hornsey, Portmanteau Maker. May 25 at 3 at offices of Goldberg and Langdon, West st, Finsbury circus
- Rogers, Jabez, Ore, nr Hastings, Grocer. May 11 at 12 at the Law Institution, Chancery lane, London. Jones, Hastings
- Russell, Charles Tweed, and Samuel Arnold Russell, Liverpool, Shipbrokers. May 25 at 2 at the Law Association Rooms, Cook st, Liverpool. Bateson and Co, Liverpool
- Sellers, Joseph, Manchester, Grocer. May 19 at 3 at offices of Nadin and Will, King st, Manchester
- Sharmar, Charles, Leicester, Ironfounders' Mechanic. May 16 at 12 at offices of Harvey, Selousre buildings, Millstone lane, Leicester
- Shepard, John Faulkner, Shrubland grove, Dalton, Assistant. May 9 at 3 at offices of Knight, Bow st, Covent Garden
- Shepherd, John, Stourport, Worcester, Builder. May 14 at 3.30 at offices of Miller Corbett and Co, Church st, Kidderminster
- Smith, John, Danbhall, nr Bolton, Provision Dealer. May 15 at 3 at offices of Ryley and Haslam, Mawdsley st, Bolton
- Smith, Samuel, Hoston, Derby, Licensed Victualler. May 19 at 3 at the Assembly Rooms, Low pavement, Nottingham. Cranch and Stroud, Nottingham
- Snell, Mark, Bolton, Lancaster, Draper. May 19 at 3 at offices of Layland, Cooper st, Manchester
- Spicer, Alfred, Brooksbys walk, Homerton, Provision Dealer. May 16 at 3 at Stones and Co, Finsbury circus
- Stanley, Henry, Queen's terrace, Battersea, Boot Maker. May 21 at 3 at offices of Christmas, Walbrook
- Stansfield, Edward, Shipley, nr Bradford, Tailor. May 15 at 10 at offices of Wood and Co, Commercial Bank buildings, Bradford
- Stenner, Robert, Bristol, Piano-forte Manufacturer. May 10 at 12 at offices of Essery, Guildhall, Broad st, Bristol

Station, Margaret, Southport, Shopkeeper. May 14 at 3 at offices of Barker and Clarke, London st, Southport

Taverner, William John, Doveridge terrace, East Dulwich, Draper. May 9 at 3 at offices of Turner, London bridge, Railway approach

Taylor, Robert Heston, Wincobank, York, Engineer's Manager. May 14 at 3 at offices of Parker and Brailsford, Talbot chambers, North Church st, Sheffield

Taylor, William, Aston, nr Birmingham, Beer Retailer. May 14 at 11 at offices of Taylor, Colmore row, Birmingham

Teedale, John Hadley, Bow Common lane, Mile End, Timber Merchant. May 21 at 3 at offices of Saffery and Co, Old Jewry chambers, Old Jewry. Keene and Marsden, Mark lane

Thomas, Thomas Stephen, Abercrombie, Glamorgan, Grocer. May 13 at 13 at offices of Price, Victoria st, Merthyr Tydfil

Thorne, Joseph, Eaton Bray, Bedford, Farmer. May 14 at 3 at the Swan Hotel, Leighton Buzzard. Sykes, St Swin's lane, London

Thornton, John, Eccleshill, York, Joiner. May 19 at 11 at offices of Watson and Dickens, Victoria chambers, Market st, Bradford

Thornton, William, Hollinwood, Oldham, Clogger. May 22 at 3 at offices of Mellor, Church lane, Oldham

Tieghurst, George, Brighton, Hair Dresser. May 14 at 3 at Ship-st, Brighton. Lamb and Evert

Tilney, James Horsfall, Ellaba Moody, and Frederick Pimt, Frederick place, Walworth, Stone Masons. May 14 at 2 at offices of Green, Queen st, Cheshire

Timms, James Percival, Stamford, Lincoln, Leather Seller. May 14 at 3.30 at the Angel Hotel, Northampton. Stapleton, Stamford

Towler, William, Kingston-upon-Hull, Engineer. May 14 at 1 at the Imperial Hotel, Paragon st, Kingston-upon-Hull. Wray, Bridlington

Truman, Frederick, Nottingham, Lace Manufacturer. May 14 at 4 at offices of Acton, Victoria st, Nottingham

Turnerd, Christopher, William, Kingston-upon-Hull, Grocer. May 14 at 3 at offices of Pickering, Parliament st, Kingston-upon-Hull. England and Co

Uttley, Iven, Bradford, Builder. May 15 at 3 at offices of Cottam Bank st, Bradford

Varley, William, Hunstlet, Leeds, Wheelwright. May 16 at 2 at offices of Emaley, Commercial buildings, Park row, Leeds

Waddington, James, Barrow-in-Furness, Builder. May 15 at 11 at the Imperial Hotel, Cornwallis st, Barrow-in-Furness. Pearson, Barrow-in-Furness

Wakfield, Alfred, and William Brennan, Builders, Derby. May 14 at 2 at offices of Calder, Irongate, Derby

Warren, Andrew Francis, Shalcomb st, Chelsea, of no occupation. May 21 at 12 at office of Curtis and Betts, South sq, Gray's inn

Watson, Joseph, and Thomas Watson Chadwick, Bradford, Coal Merchants. May 15 at 3 at offices of Mossman and Halsy, Little Horton lane, Bradford

Watts, Frederick, Bradford, Newsagent. May 21 at 11 at offices of Watson and Dickens, Victoria chambers, Market st, Bradford

Welch, John Robert, Redlands, Somerset, Farmer. May 15 at 11 at offices of Ross, Castle Cary

White, Thomas, Sheffield, Joiner. May 16 at 11 at offices of Allen, George st, Sheffield

Whitfield, George Foard, Southampton, Ships' Cook. May 14 at 11 at offices of Lampert, High st, Southampton

Whittaker, Joseph, Dukinfield, Chester, Builder. May 21 at 3 at the Commercial Hotel, King st, Dukinfield. Garforth, Dukinfield

Whittingham, George, Newcastle-under-Lyme, Tailor. May 10 at 11 at offices of Ashmall, Albion st, Henley

Wilkinson, William, Sturton-on-the-Steeple, Nottingham, Farmer. May 16 at 12 at offices of Marshall, Chapelgate, East Retford

Williamson, William Blake, Bradford, Yarn Merchant. May 19 at 11.30 at Chapel st, Leeds rd, Bradford. Wright and Waterworth

Wilson, John, Keighley, York, Contractor. May 16 at 3 at offices of Robinson and Robinson, Keighley

Woods, Thomas, Newcastle-upon-Tyne, Builder. May 15 at 11 at offices of Dommer, Pilgrim st, Newcastle-upon-Tyne

TUESDAY, May 6, 1879.

Anus, Alexander, South Shields, Innkeeper. May 23 at 11 at offices of Keenlyside and Co, St John's chambers, Grainger st west, Newcastle-upon-Tyne

Ansell, Edward Morley, Lincoln, Grocer. May 17 at 11 at offices of Toynbee and Co, Back st, Lincoln

Bisley, Basil Levingham, Pockham rye, Wine Merchant. May 17 at 2 at offices of Slater and Co, Guildhall chambers, Basinghall st, Turner, London bridge Railway Approach

Barbour, Michael, Wigan, Draper. May 19 at 3 at offices of Scott and Ellis, Arcade buildings, King st, Wigan

Barrow, Edward, Higher Crumwell, Lancashire, Cabinet Maker. May 15 at 12 at offices of Slater and Turnbull, Cooper st, Manchester

Beckitt, William Stork, Nottingham. Wine Merchant. May 20 at 2 at the Queen's Hotel, Stephenson pl, Birmingham. Duignan and Co, Walsall

Beckwith, Frederick Edward, New Kent rd, Teacher of Swimming. May 13 at 3 at offices of Cooper, Chancery lane

Beeton, John, Newport, Salop, Bootmaker. May 17 at 12 at offices of Smallwood, Newport

Berry, Charles, Frances st, Battersea, Baker. May 15 at 3 at offices of Morphet and Hanson, King st, Cheshire. Terry, King st

Botel, Edward, Masons' avenue, Coleman st, Hairdresser. May 16 at 2 at offices of Slater and Co, Guildhall chambers, Basinghall st, Turner, London bridge Railway Approach

Boyes, Arthur, and Luke Boyes, Northampton, Shoe Manufacturers. May 16 at 3 at offices of Walker, Market sq, Northampton

Brogden, George Henry Lionel, Guisborough, York, Grocer. May 12 at 3 at offices of Teale, Albert rd, Middlesbrough

Brook, Henry, Sandown, Isle of Wight, Plumber. May 21 at 2 at Warburton's Hotel, Newport. Joyce

Brown, John, Birmingham, Painter. May 16 at 11 at offices of Burne and Co, Temple st, Birmingham

Bulgin, Robert Cudby, Birkenhead, of no business. May 17 at 11 at the Wyndham Arms Hotel, Bridgend. Hughes and Sons, Chapel st, Bedford row, London

Bull, Eliza, High st, Camden town, Waterproof Manufacturer. May 31 at 2 at offices of Montagu, Bucklersbury

Bull, Henry, Birmingham, Butcher. May 17 at 11 at offices of Fallows, Cherry st, Birmingham

Cartwright, Marshall, Swineshead, Lincoln, Farmer. May 29 at 12 at offices of Millington and Simpson, Barga, Boston

Christopher, John Hugh, Great Yarmouth, Linn Draper. May 20 at 12 at offices of Coake and Co, Bank Plain, Norwich

Clare, John, Widnes, Lancashire, Custie Soda Manufacturer. May 21 at 3 at offices of Harper, Cable st, St George's crescent, Liverpool

Clark, John, Rickford, Somerset, Builder. May 26 at 11 at offices of of Shiner, Victoria st, Bristol. Bakers and Co, Weston-super-Mare

Clegg, William, Moss Side, Manchester, Music Hall Proprietor. May 23 at 3 at the Royal Hotel, Mosley st, Manchester. Atkinson and Co, Manchester

Coates, Thomas Bateson, Morecambe, Lancashire, Tailor. May 23 at 11 at offices of Holden and Whelton, Church st, Lancaster

Coles, William, Woolwich, Bootmaker. May 15 at 3 at the Cannon st Hotel, Cannon st. Bristow and Shepherd, Greenwich

Collins, Solomon George, Sandringham rd, Dalston, Hatter. May 22 at 1 at the Guildhall Tavern, Gresham st. Barnard, White Lion st, Norton Folgate

Collins, William Henry, Netherbury, Dorset, Farmer. May 21 at 12 at the Greyhound Hotel, Bridport. Lock and Son, Dorchester

Conley, Frederick, Horton, Dorset, Draper. May 16 at 1 at the Three Swans Hotel, Salisbury. Whatman, Salisbury

Cook, George, St Ann's hill, Wandsworth, Tavern Keeper. May 23 at 2 at offices of Nash and Field, Queen st, Queen Victoria st

Corby, Sarah, Bush lane, Cannon st, Vellum Binder. May 29 at 2 at the Law Institution, Chancery lane. Thomson and Ward, Bedford row

Cornwell, William, Bishop's Stortford, Hertford, Builder. May 16 at 12.30 at the Chequer's Inn, Bishop's Stortford. Gee

Couldwell, Charles, Ousett Common, York, Gas Engineer. May 27 at 12 at offices of Stewart and Son, Westgate, Wakefield

Cramer, William, Worthing, Gent. May 20 at 3 at the Railway Hotel, Worthing. Hodson, New Shoreham

Crawley, William, Sutton St Edmund, Lincoln, Farmer. May 23 at 12 at the White Hart Hotel, Spalding. Naples, Spalding

Crook, Frederick, New Swindon, Wilts, Painter. May 17 at 4 at offices of Jackson, Albion buildings, New Swindon, Wilts

Darlington, Thomas, Crews, Grocer. May 17 at 2 at offices of Warburton, Mill st, Crews

Davies, John Hugh, Aberystwith, Cardigan, Chemist. May 14 at 12.30 at the Raven Hotel, Shrewsbury. Jones, Aberystwith

Day, Joseph, Gawthorpe, York, Oletaire. May 17 at 11 at offices of Shaw, Bond st, Dewsbury

Eakin, Robert, Shrewsbury, Seed Merchant. May 21 at 11 at offices of Kough, Swan hill, Shrewsbury

Farnell, Benjamin, Horton, Bradford, Licensed Victualler. May 19 at 11.30 at offices of Neill, Kirkgate, Bradford

Farnell, Edwin, Moor End, Cleckheaton, York, Comber. May 19 at 12 at offices of Neill, Kirkgate, Bradford

Farnell, Jesse, Cleckheaton, York, Comber. May 19 at 12.15 at offices of Neill, Kirkgate, Bradford

Fisher, Samuel, Kingston-upon-Hill, Ginger Beer Manufacturer. May 19 at 3 at offices of Roberts and Lash, Bowalley lane, Hull

Foscutt, Zachary, Wallingborough, Stos Manufacturer. May 20 at 3 at offices of Walker, Market sq, Northampton

Foster, Margaret Currie, and Renette Sarah Foster, Altrincham, Cheshire, Schoolmistresses. May 19 at 3 at offices of Wood and Atkinson, Brasenose st, Manchester

Gabriel, Richard Henry, Barnstaple, Bootmaker. May 14 at 1 at offices of Incedon and Co, Bridgehall chambers, Barnstaple

Jee, John, Cannock, Stafford, Baker. May 17 at 11 at offices of Willcock, Queen st, Wolverhampton

Goddard, Samuel Charles, Merton, Surrey, Baker. May 16 at 4 at offices of Young and Sons, Mark lane, London

Goulden, Edward Skelhorn, Warrington, Draper. May 19 at 3 at offices of Davies and Co, Market pl, Warrington

Graham, John, Barnley, Ironfounder. May 19 at 3 at offices of Holmes and Holmes, Grimshawe st, Barnley

Greenwood, William Jackson, Batley, York, Beerhouse Keeper. May 19 at 11 at offices of Shaw, Bond st, Dewsbury

Hancock, Henry, son, Central Meat Market, Smithfield, Meat Salesman. May 20 at 3 at offices of Lee, Gresham buildings, Basinghall st

Hanson, Henry, Low Moor, York, Comber. May 19 at 11.45 at offices of Neill, Kirkgate, Bradford

Hardy, William, and Robert Bold, Altrincham, Cheshire, Contractors. May 23 at 3 at offices of Nicholls and Co, Market st, Altrincham

Harper, Henry, Leeds, Photographer. May 16 at 3 at offices of Lodge, Park row, Leeds

Harrison, John James, Birmingham, Auctioneer. May 16 at 3 at offices of Buller and Bickley, Bennett's hill, Birmingham

Harrison, Peter, and John Harrison, Hangeate, York, Joiners. May 20 at 11 at the Great Northern Hotel, Railway st, York. Young, York

Hey, John, Bradford, General Dealer. May 19 at 11 at offices of Singleton, New Booth st, Bradford

Hiddle, Andrew Webster, Southport, Joiner. May 22 at 11 at offices of Walton and Smith, Devonshire buildings, Eastbank st, Southport

Hill, Robert Christopher, and Joseph Hill, Hartlepool, Ship Chandlers. May 19 at 12 at offices of Todd, Town wall, Hartlepool

Hipkins, Jonah, Birmingham, Coal Dealer. May 16 at 12 at offices of Cheaton, Moor st, Birmingham

Hobson, Henry, and Joseph Taylor, Hogsthorpe, Lincoln, Builders. May 15 at 10 at the Great Northern Hotel, Lincoln. Mason, Alford

Hooper, Alonzo, Weston-super-Mare Theatrical Licensee. May 20 at 11 at offices of Parsons, High st, Bristol. Bakers and Co, Weston-super-Mare

Hope, George, Newcastle-upon-Tyne, Innkeeper. May 19 at 11 at offices of Keenlyside and Co, St John's chambers, Grainger st west, Newcastle-upon-Tyne

How, William Alder, Lower Norwood, Stone Mason. May 22 at 3 at offices of Finch, Borough High st, Southwark

Howell, Charles, Liverpool, out of business. May 15 at 12 at offices of Carruthers, Lord st, Liverpool

Hughes, David, Dowlais, Merthyr Tydfil, Bookseller. May 16 at 12 at
 offices of Price, Victoria st, Merthyr Tydfil
 Hurst, Alfred, Nelson sq, Blackfriars rd, Sack Manufacturers. May
 19 at 3 at offices of Cooper, Chancery lane
 Ives, Edward, Lyham rd, Brixton hill, Sand Dealer. May 26 at 11 at
 offices of Page, Newington butts
 Jackson, James, Little Bolton, Lancashire, Roller Maker. May 16 at 3
 at offices of Ryley and Haslam, Naudway st, Bolton
 Johnson, John, Castle Eden, Durham, Miller. May 16 at 2 at offices
 of Wallace, Hutton chambers, Pilgrim st, Newcastle-upon-Tyne
 Jones, Louisa, Southwick, Sussex, out of business. May 20 at 3 at
 offices of Lamb and Evelt, Ship st, Brighton
 Kay, James Fair, Anfield, Liverpool, Book keeper. May 20 at 12 at
 offices of Carruthers, Lord st, Liverpool
 Keen, Thomas, Viner st, Cambridge Heath, Dealer in Building
 Materials. May 20 at 3 at offices of Cooper, Chancery lane
 Kernick, Waterhouse, St Ives, Cornwall, Bookseller. May 20 at 12 at
 offices of Cock, Pider st, Truro. Treddler, St Ives
 Kerr, Catherine, Hastings st, Leicester. May 20 at 3 at offices of
 Shires, Market at Leicester
 Lacy, Robert Linton, Manor st, Clapham, Builder. May 21 at 3 at
 offices of Wills and Watts, Carter lane
 Lamb, Alfred, Mark lane, Wine Broker. May 20 at 2 at offices of
 Fews and Co, Mark lane
 Landa, Charles, Leeds, Dealer in Cloths. May 19 at 3 at offices of
 Jenkinson, Albion st, Leeds
 Lobeck, Carl, Falmouth, Cornwall, Ship Chandler. May 21 at 3 at
 offices of Jenkins, Post office buildings, Falmouth
 Long, William, Leeds, Ironmonger. May 19 at 2 at the Law Institution,
 Leeds. Dunning and Kay
 Makinson, Peter, Wigan, General Dealer. May 19 at 11 at offices of
 Stuart, King st, Wigan
 Mauns, George, Swindon, Wilts, Builder. May 12 at 10 at offices of
 Boodle, Albion buildings, New Swindon
 Marland, Robert, Jun, and James Marland, Morsley, Lancashire,
 Colliery Proprietors. May 23 at 3 at the Mitre Hotel, Cathedral
 gates, Manchester. Murray and Wigley, Oldham
 Marsh, John, Stratford-sub-Castle, Wilts, Farmer. May 19 at 1 at
 offices of Marsh and Co, City chambers, Salisbury. Whatman,
 Salisbury
 Mason, John James, Chorlton-upon-Medlock, Manchester, Costume
 Manufacturer. May 19 at 3 at offices of Sumner, Marsden st, Man-
 chester
 Martin, James Fastwood, Bradford, York, out of business. May 17 at
 11 at offices of Singleton, New Booth st, Bradford
 Masters, Frederick George, Redland, Bristol, Leather Merchant. May
 19 at 3 at offices of Brown, Foster's chambers, Small st, Bristol
 Maxwell, Longland, Thorney, Cambridge, Farmer. May 17 at 3 at
 offices of Gache, Cathedral gateway, Peterborough
 McLeod, James, Birmingham, Zinc Worker. May 29 at 3 at offices of
 Jaques, Cherry st, Birmingham
 Middleton, Harry Arthur, Leicestershire, Builder. May 21 at 3 at
 offices of Shires, Market st, Leicester
 Middleton, William Wile, Lake terrace, Wandsworth, out of business.
 May 23 at 12 at the Bank Room, Athenaeum, King's Lynn. Wilkin,
 Furnival's inn, London
 Mills, Abraham, Altrincham, Cheshire, Stone Mason. May 28 at 1 at
 offices of Nicholls and Co, Market st, Altrincham
 Morgan, John, Leeds, Hairdresser. May 19 at 11 at offices of Read,
 Upper Fountains st, Leeds
 Morley, George, Handley, Derby, Farm Labourer. May 24 at 11 at
 offices of Leech, St James's chambers, Derby
 Nettleton, Joseph, Coats, and John William Nettleton, Manchester.
 Tailors. May 26 at 3 at the Mitre Hotel, Cathedral steps, Man-
 chester. Whitworth, Manchester
 Needham, George, Eldon st, Finsbury, Mantle Manufacturer. May 21
 at 2 at the Masons' Hall Tavern, Masons' avenue. Holland
 Nicholson, Edward, Nichol's row, Bethnal Green rd, Packing Case
 Manufacturer. May 23 at 11 at 43, Serdina st, Lincoln's inn fields.
 Hicks, Victoria park rd
 Oake, Abraham, S. Ily Oak, Worcester, Timber Merchant. May 19 at
 3 at offices of Fallows, Cherry st, Birmingham
 Odell, Alfred, Leeds, Lancashire, out of business. May 19 at 12 at
 offices of Cuthshaw, Lord st, Liverpool
 O'Driscoll, Timothy, Thomas st, Stamford, Cocoa Nut Matting
 Manufacturer. May 23 at 2 at offices of Wilde, Moorgate st.
 Bellamy, Bishopsgate st within
 Ongley, Charles Stone, Fendale rd, Clapham, Tailor. May 20 at 2 at
 offices of Russell and Co, Old Jewry chambers
 O'Reilly, John, Knowle, Somerset, Innkeeper. May 15 at 2 at offices
 of Pearson, Clare st, Bristol
 Orington, Thomas, Middlesbrough, Fancy Dealer. May 16 at 11 at
 offices of Teale, Albert rd, Middlesbrough
 Parnaby, Robert, Hartlepool, Durham, Platelayer. May 16 at 3 at
 offices of Edgar, Town Wall, Hartlepool
 Peat, James, Moseborough, Easington, Derby, Butcher. May 16 at 3.30
 at offices of Burdakin and Co, Norfolk st, Snefield
 Pennoch, Thomas Wilson, Middlesbrough, Grocer's Assistant. May
 16 at 2 at offices of Teale, Albert rd, Middlesbrough
 Pickett, John, Wotton Bassett, Wilts, Labourer. May 13 at 12 at
 offices of Boodle, Albion buildings, New Swindon
 Pierce, Frederick George, High Wycombe, Buckingham, Plumber.
 May 19 at 12 at offices of Cox, St Swithin's lane. Clarke, High
 Wycombe
 Porter, Samuel, Pennett, nr Dudley, Publican. May 21 at 4 at offices
 of Warrington, Castle st, Dudley
 Powell, Charles Marshall, Birmingham, Pressfounder. May 20 at 11
 at the Grand Hotel, Colmore row, Birmingham. Powell and Browett,
 Birmingham
 Ramsden, Thomas, Keighley, York, Machine Maker. May 20 at 11 at
 offices of Terry and Robinson, Market st, Bradford
 Ready, Samuel Wellington, Openshaw, Lancashire, Coal Merchant.
 May 29 at 11 at offices of Hodgson, Tib lane, Manchester
 Richardson, Tom Fryer, Stamford, Lincoln, Draper. May 21 at 10 at
 offices of Law, St Mary's place, Stamford
 Ridgway, Robert, Skelthith, Monmouth, Farmer. May 16 at 11 at
 offices of Corner, High Town, Hereford
 Roper, William, Buckley, Flint, Publican. May 19 at 12 at offices of
 Norden and Mason, Bridge st row East, Chester

Rose, John, Parr, St Helen's, Lancashire, Ironmonger Victualler. May
 20 at 11 at the Raven Hotel, St Helen's. Ashton, Wigan
 Sands, Thomas, Sutton-in-Holderness, York, Cooper's Foreman. May
 22 at 3 at the White Hart Hotel, Silver st. Iverson and Son, Kings-
 ton-upon-Hull
 Sands, Thomas William, Upton-on-Severn, Worcester, Market
 Gardener. May 20 at 2 at offices of Moores and Romney, Upton-on-
 Severn. Cave
 Saxby, John, Eldworth, Nottingham, Farmer. May 19 at 3 at offices
 of Terry and Market st, Bradford
 Scholesfield, Michael, and Jonas Crowther, Sowerby Bridge, York.
 Woollen Manufacturers. May 19 at 4 at offices of Jubb, Harrison rd
 Halifax
 Sharples, Isaac, Manchester, Woollen Cloth Merchant. May 17 at 12 at
 offices of Connor, Princess st, Manchester
 Sharrock, James, Preston, Innkeeper. May 20 at 3 at offices of
 Thompson, Lune st, Preston
 Shuttleworth, Thomas, Keighley, York, Grocer. May 15 at 11 at offices
 of Terry and Market st, Bradford
 Sin, David, Willow Vale Nursery, Shepherd's Bush, Florist. May 15
 at 1 at offices of Stollard and Whitting, South Molton st, Oxford
 at Simpson, Thomas Soars, Willenhall, Stafford, Confectioner. May 23
 at 11 at offices of Sheldon, High st, Wednesbury
 Smithers, Charles Frederick, Bagshot, Surrey, Plumber. May 16 at
 2.30 at the Cricketer's Inn, Bagshot. Durbridge, Guildford
 Soffe, Albert Stephen, Eastleigh, Hants, Corn Merchant. May 20 at 3
 at the Black Swan Hotel, Winchester. Best and Scone
 Storney, Jacob, Wolverhampton, Plate Layer. May 17 at 11 at offices
 of Stratton, Queen st, Wolverhampton
 Stowell, Christopher, Grafton st, Soho, Oil Man. May 21 at 3 at offices
 of Finch, Borough High st, Southwark
 Taylor, John, Golborne rd, Westbourne park, Draper. May 23 at 3 at
 offices of Bradley, Mark lane
 Teal, Ralph, Great Driffield, York, Grocer. May 16 at 3 at the Bell
 Hotel, Great Driffield
 Thomas, David, Llysyllywyl, Carmarthen, Farmer. May 10 at 1 at
 offices of Thomas, York place, Swansea
 Thomas, Edgar, Walsall, Carrier. May 21 at 3 at offices of Dalgman
 and Co, the Bridge, Walsall
 Thompson, Ambrose, Salford, Lancashire, Boot Dealer. May 16 at 3
 at offices of Burton, King st, Manchester
 Traves, Joseph, Winton, Hants. May 20 at 2 at offices of Guillaume
 and Sons, Fleet st, London
 Trotter, James, Liverpool, Provision Merchant. May 21 at 3 at offices
 of Jackson and Tomkins, Sweeting st, Liverpool
 Tunstall, Elizabeth, Haydock, Lancashire, Provision Dealer. May 13
 at 2 at offices of Darlington and Sons, King st, Wigan
 Upton, Samuel, Cleekeham, York, Comber. May 19 at 11.30 at 28,
 Kirkgate, Bradford
 Vauxhan, David, Tredegar, Monmouth, Builder. May 19 at 3 at offices
 of Harris, Morgan st, Tredegar
 Ward, Ward, Darlington, Grocer. May 22 at 3 at offices of Wilkes,
 Northgate, Darlington
 Wardroper, Henry Sheehy, Devonshire st, Portland place, Actor.
 May 19 at 11 at offices of Smith and Co, Broad st
 Webster, David Munro, Walsall, Stafford, Saddler's Ironmonger. May
 16 at 12 at the George Hotel, Walsall. Hill, Walsall
 Weston, George Thomas, Southampton, Draper. May 16 at 3 at offices
 of Perkins and Candy, Albion terrace, Southampton
 Wheeler, William, and Alfred Wheeler, Guildford, Surrey, Tailors.
 May 19 at 12 at 162, Fleet st, London. Durbridge, Guildford
 White, John, Sedgfield, Durham, Tailor. May 20 at 3 at offices of
 Hutton and Bowser, High st, Stockton-on-Tees
 Wickham, William Harding, Hamtacre, Berks, Farmer. May 17 at
 11 at the White Hart Hotel, Newbury. Lucas, Newbury
 Wild, Richard, Leicester, Draper. May 23 at 12 at offices of Bruton
 Chancery st, Leicester
 Williams, Richard, and Ebenezer Jones, Great Homer st, Liverpool,
 General Dealers. May 26 at 3 at offices of Barrell and Co, Lord st,
 Liverpool
 Willmore, Henry, Tree Cote lane, Bethnal Green, Furniture Dealer.
 May 15 at 3 at offices of Holloway, Bail's Pond rd. Cooper, Chancery
 lane
 Wilson, Mary Wainhouse, Dewsbury, Outfitter. May 19 at 3 at offices
 of Stapleton, Union st, Dewsbury
 Wilson, Robert, Longley, Huddersfield, Joiner. May 19 at 11 at
 offices of Welsh, Queen st, Huddersfield
 Winterbottom, Holland, Oldham, Watch Manufacturer. May 20 at 3
 at offices of Haslam, Hanging ditch, Manchester
 Woodford, William, Abingdon, Berks, Grocer. May 13 at 2 at the
 Queen's Hotel, Abingdon. Sedgfield and Fryce, Abingdon
 Wynn, Charles Henry, Radcliffe Brdge, Lancashire, Blanche. May
 16 at 3 at the Mitre Hotel, Cathedral yard, Manchester. Farrington,
 Manchester

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